ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That, the undersigned, BETA EXPLORATION, INC., 601 Denver Club Building, 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

J. L. Jackson
6130 Brentwood
Arvada, Colorado 80004

(hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of .01 (1%) 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:

Lessor: Frank Brown & Ruby M. Brown, husband & wife
Lessee: Beta Exploration, Inc.
Dated : March 2, 1976
Recorded: Book 520, Page 435
Lands covered (insofar as said lands are the subject of this assignment

Township 33 North, Range 114 West
Section 22: NE/4 NW/4, NW/4 NE/4

containing 80 acres, more or less in
Sublette County, Wyoming

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

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.

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.

All payments accruing to Assignee hereunder shall be less any and all taxes levied or assessed against said overriding royalty or the production by which the same is determined, including the so-called gross production or severance taxes, which may be authorized or required by law to be deducted and paid for the account of Assignee.

In the event the above described lease covers less than the entire undivided fee simple mineral estate in the lands therein described, then the overriding royalty interest herein conveyed shall be reduced proportionately.

This assignment of overriding royalty is made without warranty of title, either express or implied, and is effective the date of first sale of oil or gas.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest this 31st day of March, 1976.

ATTEST:

W. C. Burns, Assistant Secretary

BETA EXPLORATION, INC.

By M. H. Brinkerhoff

M. H. Brinkerhoff, Vice President

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

The foregoing instrument was acknowledged before me this 31st day of March, 1976, by M. H. Brinkerhoff, as Vice President of Beta Exploration, Inc., a Colorado corporation.

Witness my hand and notarial seal

My Commission expires: 12/8/78

Notary Public

154383

RECORDED June 21 1976 9:40 A.M
IN BOOK 53 Oil & Gas Lse PAGE 1
FEE $3.00 Iris J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Benton

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That, the undersigned, BETA EXPLORATION, INC., 601 Denver Club Building, 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

Ernest E. Heiser
6965 South Garfield Way
Littleton, Colorado 80122

(hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of .01 (1%) 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:

Lessor: Frank Brown & Ruby M. Brown, husband & wife
Lessee: Beta Exploration, Inc.
Dated: March 2, 1976
Recorded:
Lands covered (insofar as said lands are the subject of this assignment):

Township 33 North, Range 114 West
Section 22: NE/4 NW/4, NW/4 NE/4

containing 80 acres, more or less in Sublette County, Wyoming

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

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.

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.

All payments accruing to Assignee hereunder shall be less any and all taxes levied or assessed against said overriding royalty or the production by which the same is determined, including the so-called gross production or severance taxes, which may be authorized or required by law to be deducted and paid for the account of Assignee.

In the event the above described lease covers less than the entire undivided fee simple mineral estate in the lands therein described, then the overriding royalty interest herein conveyed shall be reduced proportionately.

This assignment of overriding royalty is made without warranty of title, either express or implied, and is effective the date of first sale of oil or gas.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest this 31st day of March, 1976.

ATTEST:

W. C. Burns, Assistant Secretary

BETA EXPLORATION, INC.

By [signature]

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 31st day of March, 1976, by M. H. Brinkerhoff, as Vice President of Beta Exploration, Inc., a Colorado corporation.

Witness my hand and notarial seal

My Commission expires: 12-8-78

[signature]
Notary Public

154384

RECORDED June 21 19 76 9:00 A.M.
IN BOOK 53 Oil & Gas Lease PAGE 9
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted] [redacted] [redacted]

RATIFICATION AND JOINDER OF

YELLOW POINT RIDGE UNIT

UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

SUBLETTE COUNTY, WYOMING

In consideration of the execution of the Unit Agreement for the Development and Operation of the subject Unit Area, dated October 8, 1974, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves, and adopts said Unit Agreement, and also 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 interests in unitized substances, covering any lands within the unit area in which the undersigned may be 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 9th day of June, 1976.

DAVIS OIL COMPANY

Assistant Secretary

Paul Messinger
PAUL MESSINGER
ATTORNEY IN FACT

Address: 1100 Metrobank Bldg.
475 17th Street
Denver, CO 80202

154386

RECORDED June 21, 1976 9:00 AM
IN BOOK 53 Oil & Gas Lease PAGE 3
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

STATE OF Colorado)
: ss
COUNTY OF Denver)

On this 9th day of June, 1976, before me personally appeared Paul Messinger 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:
My Commission expires July 7, 1979

Notary Public

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: 13

10-8-74 Rev. 6-7-76
Rev. 7-15-75 Rev. 7-24-75

11	T27N-R110W Sec. 24: N½, E½ SW¼ 25: E½ NW¼	480.00	W-1313 9-30-76	U. S. A.	All	William G. Helis, Estate FMC Corporation Davis Oil Company Texas Gas Exploration Corporation	33.34 33.33 16.67 16.66	Paul T. Walton Robert W. Scott	2.00 1.50	William G. Helis, Estate FMC Corporation Raymond Chorney Texas Gas Exploration Corporation	33.34 33.33 16.67 16.66
12	T28N-R110W Sec. 32: SE¼ NW¼	40.00	W-3469 1-31-77	U. S. A.	All	William G. Helis, Estate FMC Corporation Joan Chorney	40.00 40.00 20.00	Robert W. Scott	3.50	William G. Helis, Estate FMC Corporation Joan Chorney	40.00 40.00 20.00
13	T27N-R110W Sec. 20: All	640.00	W-3766 1-31-77	U. S. A.	All	William G. Helis, Estate FMC Corporation Texas Gas Exploration Corporation Davis Oil Company	33.3334 33.3333 16.6667 16.6666	Robert W. Scott	3.50	William G. Helis, Estate FMC Corporation Texas Gas Exploration Corporation Davis Oil Company	33.3334 33.3333 16.6667 16.6666
14	T28N-R110W Sec. 32: SE¼, SW¼ SW¼	200.00	W-3767 1-31-77	U. S. A.	All	William G. Helis, Estate FMC Corporation Davis Oil Company	40.00 40.00 20.00	Robert W. Scott	3.50	William G. Helis, Estate FMC Corporation W. H. Brown	40.00 40.00 20.00
15	T28N-R110W Sec. 33: SE¼ 34: W½ SW¼	240.00	W-5089 4-30-77	U. S. A.	All	William G. Helis, Estate FMC Corporation Davis Oil Company	40.00 40.00 20.00	Robert W. Scott	3.50	William G. Helis, Estate FMC Corporation Raymond Chorney	40.00 40.00 20.00

W-8287-1

Form 3106–5
(November 1975)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No.
W- 34468

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

WHEN RECORDED RETURN TO
SHELL OIL COMPANY
LAND DEPARTMENT
P. O. BOX 576
HOUSTON, TEXAS 77001

1. Shell Oil Company
P.O. Box 576
Houston, Texas 77001.

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* July 1, 1972, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Tp. 30N. R. 112W., 6th P.M., Wyoming.
Sec. 8: E½SE¼
Sec. 17: NE¼NE¼
(Less 9.35 acres in Reservoir R/W E 02052)
Containing 110.65 acres.
Assignment is made without warranty of title, either express or implied, and on a no return of consideration paid basis, and subject to attached rider.

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

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

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

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* None

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

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

Executed this 5 day of March, 19 76

(Assignor's Signature)

Arthur E. Meinhart
Irwin Rubenstein

(Assignor's Address)

7961 Eastern Avenue
Silver Spring, Maryland 20910.

(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective APR 1 1976

By _____
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

MAY 11 1976
(Date)

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

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

Executed this day of , 19

(Assignee's Signature)

(Address, include zip code)

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

GENERAL INSTRUCTIONS

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

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

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

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

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

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

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

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

PART II

A. *Certification of assignee*

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

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

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

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

State of Maryland)
County of Montgomery) ss:

On March 5, 1976, before me, the undersigned a Notary Public in and for said County and State, personally appeared, Arthur E. Meinhart, known to me, to be the person, whose name is subscribed to the within instrument and acknowledged to me that he EXECUTED the same.

Witness my hand and official seal.

Notary Public in and for said County and State

My Commission Expires July 1, 1978

My Commission Expires

State of Colorado)
County of Denver) ss:

On March 18, 1976, before me, the undersigned a Notary Public in and for said County and State, personally appeared, Irwin Rubenstein, known to me, to be the person, whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Witness my hand and official seal.

Notary Public in and for said County and State

My Commission Expires November 29 1976.

RA-270 (6/61)
Printed in U.S.A.

If ASSIGNEE desires to surrender said lease in whole or in part at any time while said lease may be continued in effect by the payment of rentals, ASSIGNEE first shall give ASSIGNOR notice thereof. In the event, and only in the event, within fifteen (15) days thereafter ASSIGNEE receives written notice from ASSIGNOR that ASSIGNOR desires an assignment of the interest intended to be surrendered, ASSIGNEE thereupon shall execute such assignment and mail same to ASSIGNOR at the address hereinafter specified. Such assignment shall be made expressly subject to the approval of Bureau of Land Management U.S. Department of the Interior and subject to any unitization or other agreement to which such land and lease may then be subject. ASSIGNOR thereupon shall have sole and complete liability and responsibility for securing the approval of the Bureau of Land Management to the assignment and for compliance with the provisions of the lease, and of any and all agreements to which it is then subject, as to such assigned leasehold acreage, and ASSIGNOR shall reimburse, indemnify, protect, and save ASSIGNEE harmless of and from all loss, cost, damage, and expense caused by, arising out of, or resulting from ASSIGNOR'S failure to perform such obligations, and each of them. In the event of any breach of its obligations hereunder, ASSIGNEE shall not be liable to ASSIGNOR in damages or otherwise for such breach.

All notices to ASSIGNOR hereunder shall be given by registered letter addressed as follows:

Irwin Rubenstein
5600 East 1st Avenue
Denver, Colorado 80220.

and the deposit in the mail of a letter so addressed, with postage prepaid, shall constitute notice to ASSIGNOR of the contents thereof. ASSIGNOR, by actual written notice delivered to ASSIGNEE, may change ASSIGNOR'S said address.

154418

RECORDED June 23, 1976 9:00 A M
IN BOOK 53 Oil & Gas Lease PAGE 5
FEES $7.75 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

PRODUCERS 88-BH 80

KINTZELS-CASPER

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 5th. day of May, 1976

by and between Jim Bridger Development, Inc., A Wyoming Corporation; Elvin L. Booth and Jacqueline M. Booth, husband and wife

of Box 126 Pinedale, Wyoming 82941, 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 35 NORTH, RANGE 113 WEST

Section 34: NE¼
Section 35: NW¼

154466

RECORDED June 25 1976 11:00 A.M.
IN BOOK 53 of Sublette PAGE 9
FEES $4.50 Leo J. Yates COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Fenton

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 May, 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 Security Bank and Trust Company 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 ***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 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.

Jim Bridger Developement, Inc., A Wyoming Corporation (SEAL)

By: Elvin L. Booth (SEAL)

Elvin L. Booth, President (SEAL)

X (SEAL)

attest: Jacqueline M. Booth, Secretary

X Elvin L. Booth (SEAL)

Elvin L. Booth (SEAL)

X (SEAL)

Jacqueline M. Booth (SEAL)

STATE OF Wyoming }
COUNTY OF Sublette } SS.

Arizona, Colorado, Idaho, Kansas, Montana Nebraska, Nevada, New Mexico, North Dakota, South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 10 day of May, 1976, personally appeared Elvin L. Booth and Jacqueline M. Booth, to 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 Jan 19th 1979

Margaret A. Rankin
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 Jan. 19, 1979

Notary Public

OIL AND GAS LEASE

FROM

TO

Dated, 19

Lot Block Addition

Section Township Range

County Term

No. of acres

STATE OF }
COUNTY OF } SS.

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

County Clerk—Register of Deeds.

By Deputy.

When Recorded Return to

STATE OF Sublette Wyo }
COUNTY OF Sublette } SS.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this 10th day of May, 1976, before me appeared Elvin L. Booth, to me personally known, who, being by me duly sworn, did say that he is President of Jim Brider Developement, 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 Elvin L. Booth 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

Jan 19, 1979

Margaret A. Rankin
Notary Public

Prod. 88 BH 80

by and between [redacted] L. Bain, (aka William Lawr[redacted]ain) and Barbara Bain, husb[redacted]d wife
Social Security No. 520-46-80[redacted]
of Daniel, Wyoming 83115, 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:

154467

TOWNSHIP 35 NORTH, RANGE 113 WEST
Section 8: SE¼SW¼
Section 17: NE¼, N½NW¼, SW¼NW¼, E½SW¼, W½SE¼, SE¼SE¼
Section 20: N½NE¼, NE¼NW¼

RECORDED June 15 1976 2:00 P.M.
IN BOOK 53 Oil & Gas Lse PAGE 11
FEES $4.50 Lois J. Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Eberle

and containing -640- 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, Wyo. 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 ***Sixhundredforty 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 W. L. Bain (SEAL)
W. L. Bain (SEAL)
(SEAL)
Social Security No. 520 46 8048 (SEAL)

x Barbara Bain (SEAL)
Barbara Bain (SEAL)
(SEAL)
(SEAL)

STATE OF California }
COUNTY OF Orange } 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 4th day of May, 19 71, personally appeared W. L. Bain and Barbara Bain and, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires 1-30-73

Nancy Yahr, by Ellen M. Lampla
Notary Public
County Clerk

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 .....

No. of acres ..... Term .....

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

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

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

Ed. 88 BH 80

PRODUCERS 88-SM 80

KINTZELS-CASPER

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 22nd. day of April, 19 76

by and between Robert L. McNeel and Lois Marjorie McNeel, husband and wife
P.O. Box 163
Bondurant, Wyoming 82922
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

154507

RECORDED June 30 19 76 9:00 A.M.
IN BOOK 53 Oil & Gas Lse PAGE 13
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Mar

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.

x Robert L McNeel (SEAL)
(SEAL)
Robert L. McNeel (SEAL)
Social Security No. 528-24-9748 (SEAL)

x Lois Marjorie McNeel (SEAL)
Lois Marjorie McNeel (SEAL)
(SEAL)

STATE OF Kansas }
COUNTY OF Linn } 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 7th day of Sept, 1976, personally appeared Robert L McNeel and Lois Marjorie McNeel, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires My Commission Expires January 20, 1980

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 .....

No. of acres ..... Term .....

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

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

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

ASSIGNMENT OF OVERRIDING ROYALTY
WYOMING FEDERAL OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, C & K PETROLEUM, INC., of 1600 Broadway - Suite 1700, Denver, Colorado 80202, is the owner of that certain Bureau of Land Management Oil and Gas Lease bearing Serial Number W-54466 and covering lands situated in Sublette County, Wyoming, described as follows:

Township 28 North - Range 111 West, 6th P.M. (W-433)
Section 17: All
Section 20: W½

and containing 960.00 acres, more or less.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, C & K PETROLEUM, INC., hereinafter called "Assignor," does hereby sell, assign, transfer, set over and convey to DICK V. WELCH, 10633 Sperry Street, Northglenn, Colorado 80234, hereinafter called "Assignee," an overriding royalty equal to 2% of all the oil, gas, casinghead gas, and other hydrocarbon substances which may be produced, saved and sold under the terms of that certain oil and gas lease listed above, insofar as said lease covers the oil and gas leasehold estate as to the lands described therein.

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

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

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

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

154568

RECORDED June 30 19 76 9:00 A M
IN BOOK 53 Oil & Gas Lease PAGE 15
FEES $ 4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Renton

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 our of production previously created and to the royalty payable to the United States, aggregate in excess of 17½%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IN WITNESS WHEREOF, this instrument is executed this 16th day of June, 1976.

ATTEST:

C & K PETROLEUM, INC.

George E. Farmar, Asst. Secretary

BY

W. C. Tillett, Vice President

* * * * * * *

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

The foregoing instrument was acknowledged before me this 16th day of June, 1976, by W. C. TILLETT, as Vice President, and GEORGE E. FARMAR, as Assistant Secretary of C & K Petroleum, Inc., a corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: March 25, 1980.

Joyce E. Lebo, Notary Public

TATLOCK'S, I[redacted]
majestic bldg. : AM 6-1681
denver 2, colorado

Mid-Continent Association Form with O[redacted]oyalty Reservation
and Reassignment [redacted]
150-B

(This Space Reserv[redacted]ing Stamp)

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Richard P. Cullen, 480 Denver Club Building, Denver, Colorado 80202

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

William C. Kirkwood, P. O. Box 3439
Casper, Wyoming 82602

(hereinafter called Assignee), all his interest, ~~subject to the overriding royalty reservation hereinafter set out,~~ in and to the oil and gas lease dated June 7, 19 72, from

NOBLE BROTHERS, INC. a Wyoming Corporation
Cora, Wyoming 82925

154569

RECORDED July 6, 19 76 9:00 A M
IN BOOK 53 Oil & Gas Lse PAGE 17
FEES $3.00 Iris J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Renton

to Continental Oil Company, a Delaware Corporation, lessee

recorded in book 48 O & G, page 405 insofar as said lease covers the following described land in Sublette County, State of Wyoming:

Township 36 North, Range 110 West, 6th P.M.
Section 9: SE¼NE¼, N½SE¼
Section 10: SW¼NW¼
Section 20: NW¼NE¼, E½NW¼, NE¼SW¼

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 or obtained in connection therewith.

In the event the assignee herein shall elect to not pay the rental due under the lease herein assigned, Assignee agrees, at least thirty days prior to any such rental date, to tender to the Assignor herein an assignment, without warranty of title, of all of the interest herein assigned.

~~The Assignor herein hereby expressly excepts, reserves, and retains title to an undivided ____ of all oil, gas, and casinghead gas produced, saved, and marketed from the above described land under the provisions of the aforesaid lease, or any extension or renewal thereof, as an overriding royalty, free and clear of any cost and expense of the development and operation thereof, excepting taxes applicable to said interest and the production therefrom.~~

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

All of the provisions of this assignment shall be available to and binding upon the respective heirs, executors, administrators, successors, and assigns of the Assignor and Assignee herein.

EXECUTED, This 11 day of June, 1976

Richard P. Cullen

STATE OF WYOMING
COUNTY OF NATRONA
} ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 11 day of June, 19 76, personally appeared Richard P. Cullen 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.

Sharol L. Dalgarno — Notary Public
County of Natrona — State of Wyoming
My Commission Expires Oct. 23, 1979

My commission expires ____

Sharol L. Dalgarno
Notary Public

8-66—H.W.L.

18

Office Wyoming

Serial No. W-0315726

Date of Base Lease June 1, 1965

ASSIGNMENT OF OIL AND GAS LEASE

The undersigned, as owner of record title in the above-designated oil and gas lease, does hereby transfer and assign to:

HUMBLE OIL & REFINING COMPANY
(Name)

P. O. Box 63907, Oklahoma City, Oklahoma 73106
(Address)

the record title interest in and to such lease as specified below:

1. Lands included in this assignment:

Sublette (County), Wyoming (State)

Township 28 North, Range 115 West, 6th P.M.
Section 4: Lots 7, 8, SE¼

154570

RECORDED July 6 19 76 9:00 A M
IN BOOK 53 Oil & Gas Lse PAGE 18
FEES $ 4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

containing 227.05 acres, more or less.

2. Interest of Assignor in above described land: 100 %

3. Extent of interest conveyed to Assignee: 100 %

4. Overriding royalty reserved herein to Assignor: 5 %

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

5. The overriding royalty herein reserved, if any, shall be computed upon the market value at the well of the oil and gas produced, saved and marketed from said lands pursuant to said lease. In the event a unit agreement approved by the Secretary of the Interior includes all or part of said lands, said overriding royalty shall be computed upon such production allocated to said lands under the terms of said unit agreement. In the event the interest in the lease assigned hereby covers less than the full interest in the oil and gas in said lands, then the overriding royalty hereby reserved shall be paid in the proportion that the interest hereby assigned bears to the full and undivided interest in said oil and gas. All interests in production previously created which are payable out of the oil and gas produced from said lands other than the basic royalty payable to the United States, shall be paid and discharged out of the overriding royalty herein reserved. The full amount of the taxes required to be paid on such oil and gas or for or on account of the production thereof, shall be deducted before computing the amount of any overriding royalty payable hereunder.

In the event all or part of the lands assigned hereby are included within a spacing and drilling unit ordered by an agency of the state wherein the same are situate, the interest in production herein reserved from the lands within such unit shall be computed and paid upon production allocated to said lands under the order of such state agency; provided, that, if such order does not expressly provide an allocation, then upon the same proportion of the total production from the drilling and spacing unit as the surface acreage of said lands within the same bears to the total surface acreage of said unit.

6. The operations, if any, to be conducted upon the above described lands shall be as are determined by Assignee, subject only to the provisions of a unit agreement acceptable to the Secretary of the Interior, if such an agreement is executed by the Assignee. The reservation herein contained, if any, shall imply no obligation to develop for oil or gas or to protect the assigned premises from drainage.

7. Subject to the provisions and conditions of this paragraph, ASSIGNEE shall have the right to relinquish and surrender according to applicable federal regulations either in whole or in part at any time, or from time to time, the oil and gas lease hereby assigned, thereby terminating the overriding royalty interest herein reserved. If the ASSIGNEE desires to surrender said lease in whole or in part, ASSIGNEE shall notify ASSIGNOR in writing by regular mail at the address shown above of its intention so to do, and upon written request of ASSIGNOR received within thirty (30) days after the mailing of such notice, ASSIGNEE shall reassign to ASSIGNOR the interest which ASSIGNEE desires to relinquish and surrender. However, ASSIGNEE shall not be liable in damages or otherwise for failure to give such notice due to clerical error, mistake or oversight. ASSIGNOR shall save and protect ASSIGNEE and hold it harmless from all rentals or other lease obligations accruing after the mailing of such notice and shall within twenty (20) days after receipt of such reassignment file the same for approval in the appropriate office of the Bureau of Land Management. If for any reason the said reassignment is not filed for approval within said (20) day period, or if the same is not approved as an assignment by the Bureau of Land Management for any reason, then the ASSIGNEE shall be privileged to surrender and relinquish said lease without liability whatsoever.

8. Assignor hereby represents and warrants to Assignee that the above described Oil and Gas Lease is valid and subsisting, that the same covers the full, undivided and unencumbered interest in the Oil and gas in and under the above described lands and that Assignor was and is qualified to own and hold the same and to make this assignment.

It is hereby certified that the statements made herein are true, complete and correct to the best of the knowledge and belief of the undersigned and are made in good faith.

EXECUTED and WITNESSED this 2nd day of October, 19 66.

WITNESS:

ASSIGNOR Burton C. Lake

ASSIGNOR

Assignment approved effective:

DEC 1 - 1966
(Date)

THE UNITED STATES OF AMERICA

By David B. Morgan
(Signing Officer)

ASSISTANT MANAGER, OIL & GAS
(Title)

[redacted] (Request for a[redacted] reverse side) 608504 [redacted]

STATE OF: Wyoming
COUNTY OF: Laramie
ss.

The foregoing instrument was acknowledged before me this 23rd day of October, 1966.

Witness my hand and official seal:

Pauline Swinehart
Notary Public

My commission expires Jan. 24 1968

REQUEST FOR APPROVAL OF ASSIGNMENT

The Assignee hereby requests approval of assignment and certifies as follows:

1. Assignee is a Delaware Corporation with offices at P. O. Box 120, Denver, Colorado 80201

2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor and options in the same State, together with the acreage in this instrument do not exceed 246,080 chargeable acres. Assignee's options in the same State do not exceed 200,000 chargeable acres.

3. Assignee is qualified, as shown by statements previously furnished and on file under Serial BLM-066100 Field Services Land Office, Washington, D.C.

4. Assignee is the sole party in interest as to the interest conveyed to assignee in the attached assignment.

5. Our check in the amount of $10.00 is enclosed as payment for the filing fee for assignment.

6. Nationwide oil and gas lease bond in the sum of $150,000.00, executed in this company's behalf by American General Insurance Company as Surety, is on file with the Director, Bureau of Land Management, being bond No. A-20813, dated November 8, 1951.

7. The undersigned agrees to be bound by the terms and provisions of said lease provided the assignment is approved by the signing officer of the Bureau of Land Management.

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief, and are made in good faith. The Assignment is submitted in triplicate. It is requested that the approved copy of assignment be returned to the address shown in this assignment. This form is submitted in lieu of official Form 4-1175, and contains all of the provisions thereof as of date of filing of this assignment (Reg.-3128.2) (2).

Executed and witnessed this 4th day of November, 19 66.

WITNESS:

HUMBLE OIL & REFINING COMPANY

Evidence of authority of Attorney-in-fact to execute is filed under Corporation Miscellaneous File 24035 and is still in effect.

By R D Lowder
Attorney-in-Fact

Said Attorney -in-fact certifies for himself that he nor any other person has received or will receive any interest in the leasehold interest conveyed to assignee in the within assignment, by any agreement or understanding, verbal or written or otherwise.

Form 3106–5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. W-0315726

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

1. Belco 1972 Oil and Gas Fund, Ltd.,
a Nevada Limited Partnership
630 Third Avenue
New York, New York 10017

54571

RECORDED July 6 19 76 9:00 AM
IN BOOK 53 Oil & Gas Lse PAGE 20
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Barton

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* June 1, 1965, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Sublette County, Wyoming
Township 28 North, Range 115 West, 6th P. M.
Section 4: Lots 7, 8, $SE\frac{1}{4}$

containing 227.05 acres, more or less

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 25%, without warranty of title express or implied and subject to the Unit Agreement and the Unit Operating Agreement for the Hoback III Unit Area.

4. What part of the record title interest is being retained by assignor(s)? 75%

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* None

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 3%

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

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

Executed this 5th day of December, 19 72

HUMBLE OIL & REFINING COMPANY

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

O. K. as to transaction LSD
O. K. as to form [illegible]

Evidence of Authority of Attorney-in-Fact to execute is filed under Corporation Miscellaneous file 84285 and is still in effect.

P. O. Box 2305
(Assignor's Address)

Houston (City) Texas (State) 77001 (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective APR 1 1973

By /S/ GLENNA M. LANE
(Authorized Officer)

Chief, Oil & Gas Section

APR 5 1973
(Title) (Date)

[redacted] [redacted] [redacted]

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On this 2ND day of March, 1973 before me appeared Jack Saltz, to me personally known, who being by me duly sworn did say that he is the Senior Vice President and Attorney-in-Fact of Belco Petroleum Corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Jack Saltz acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 2ND day of March, 197[illegible].

Reba Rosenblum
Notary Public

My Commission Expires:

REBA ROSENBLUM
NOTARY PUBLIC, State of New York
No. 03-8654123
Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1974

22 PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation

Qualifications previously filed under W-26011 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.
7. This form is submitted in lieu of the official form and contains all of the provisions thereof as of the date of filing this assignment.

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 23d day of February, 1973

BELCO 1972 OIL AND GAS FUND, LTD.
BY: Belco Petroleum Corporation
General Partner and Attorney-in-fact.

(Assignee's Signature)

Jack Saltz, Senior Vice President and Attorney-in-fact. Qualification filed under W-01332 and still in effect.

630 Third Avenue, New York, NY 10017
(Address, include zip code)

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

GENERAL INSTRUCTIONS

1. *Use of form* — Use only for assignment of record title interest in oil and gas leases. *Do not use for assignments of working or royalty interests, operating agreements, or subleases.* An assignment of record title may only cover lands in *one* lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with *each* assignment.
2. *Filing and number of copies* — File three (3) completed and manually signed copies in appropriate land office. A $10 nonrefundable filing fee *must* accompany assignment. File assignment within ninety (90) days *after* date of final execution.
3. *Effective date of assignment* — Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers.
4. *Overriding royalties or payments out of production* — Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. *Effect of Assignment* — Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with *all* lease terms and conditions, including timely payment of annual rental and maintenance of any required bond; *except* in the case of assignment of undivided interests, royalties, and operating agreements.
6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

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

PART II

A. *Certification of assignee*

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

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

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

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

Form 3106–5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1509

Serial No. W-0315726

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

Depco, Inc.
1025 Petroleum Club Building
Denver, Colorado 80202

154572

RECORDED July 6 19 72 9:00 AM
IN BOOK 53 oil & Gas Lease PAGE 23
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Denton

1. The undersigned, as owner of 75 percent of record title of the above-designated oil and gas lease issued effective *(date)* June 1, 1965, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Sublette County, Wyoming
Township 28 North, Range 115 West, 6th P. M.
Section 4: Lots 7, 8, $SE\frac{1}{4}$

containing 227.05 acres, more or less

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 25% without warranty of title express or implied and subject to the Unit Agreement and the Unit Operating Agreement for the Hoback III Unit Area.

4. What part of the record title interest is being retained by assignor(s)? 50%

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* None

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 3%

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

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

Executed this 7th day of December, 19 72

HUMBLE OIL & REFINING COMPANY

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

O. K. as to transaction R&D
O. K. as to form

P. O. Box 2305
(Assignor's Address)

Houston, Texas 77001
(City) (State) (Zip Code)

Evidence of Authority of Attorney-in-Fact to execute is filed under Corporation Miscellaneous file 84283 and is still in effect.

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective APR 1 1973

By /S/ GLENNA M. LANE
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

APR 5 1973

23

FOR ASSIGNOR

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form.

L 60852 U

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

GENERAL INSTRUCTIONS

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

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

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

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

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

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

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

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

PART II

A. *Certification of assignee*

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

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

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

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

*U.S. Government Printing Office: 1972-781-045/169 Region 8

Reproduced by Humble Oil & Refining Company, P. O. Box 120, Denver, Colorado

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. (See W-17203 for corporate qualifications)
7. This form is submitted in lieu of the official form and contains all of the provisions thereof as of the date of filing this assignment.

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 24th day of January, 1973.

DEPCO, Inc.

ATTEST:

Michael D. Shepard

Michael D. Shepard, Secretary

J. V. Kowalski

(Assignee's Signature)

J. V. Kowalski, Vice President
1025 Petroleum Club Building
Denver, Colorado 80202

(Address, include zip code)

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 24th day of January, 1973, by J. V. Kowalski, Vice President of DEPCO, Inc., a Delaware corporation, on behalf of said corporation.

My commission expires:
May 26, 1976

Notary Public

Form 3106-5
(February 1971)
FACSIMILE REPRODUCTION by Tallock's Inc., Denver-266-1681

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. W-52396

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

LAND OFFICE USE ONLY
New Serial No.

154573

1. DAVIS OIL COMPANY
1100 Metrobank Building
475 - 17th Street
Denver, Colorado 80202

RECORDED July 6, 19 76 9:00 A M
IN BOOK 53 Or & Lse PAGE 26
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Benton

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective (date) November 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 36 North, Range 114 West, 6th P.M.
Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2
Section 6: S/2NE/4

Containing 688 acres, more or less, located in Sublette County, Wyoming.

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

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

5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage.) NONE

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) Five Percent (5%) ORR

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

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

Executed this 28th day of October, 19 75

Richard K. Cramer
(Assignor's Signature)
RICHARD K. CRAMER

1140 Petroleum Club Building
(Assignor's Address)
Denver, Colorado 80202
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

CERTIFIED
... true and correct comparative copy of ... records on file
JUN 30 1976
... LAND OFFICE
... OF LAND MANAGEMENT

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective DEC 1 1975

By Elvina Mc. Dade
(Authorized Officer)
Chief, Oil & Gas Section
(Title)

DEC 8 1975
(Date)

NOTE: This ... may be reproduced provided that copies ... reproductions on one sheet of both sides ... official form in ... with the provisions of 43 CFR 3106

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail at lease sixty (60) days in advance of the anniversary date specified in said lease. Should Assignor hereunder elect to receive such a re-assignment, same will be delivered by Assignee prior to the anniversary date of the lease. Any re-assignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof. The liability of Assignee's failure to comply with the above shall be limited to the consideration paid for this assignment.

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

CERTIFIED
true and correct copy
of State office records on file
JUN 10 1976
BUREAU OF LAND MANAGEMENT

W-063438

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 interest of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

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

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

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

Executed this 31st day of October, 1975

DAVIS OIL COMPANY

The undersigned hereby certifies that he does not have any interest in the Assignment if approved for 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.

AP Paul Messinger

(Assignee's Signature)

Paul Messinger, Attorney In Fact
1100 Metrobank Building, 475 17th St.
Denver, Colorado 80202

(Address, include zip code)

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

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

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

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

.....

and .....

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

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

My Commission Expires.. .....

.....
Notary Public

GENERAL INSTRUCTIONS

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

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

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 [redacted] rtment as to the assigned interest and is responsible for complying with *all* lease terms and conditions, including timely payment of annual rental and maintenance of any required bond; *except* in the case of assignment of undivided interests, royalties, and operating agreements.

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

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

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

PART II

A. Certification of assignee

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

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

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

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

FACSIMILE REP[redacted]N by
Tadlock's Inc., [redacted]-1681

BUREAU OF LAND MANAGE[redacted]

Serial No. [redacted] W-52396

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1975 NOV -5 AM 10:00

RECEIVED
CHEYENNE, WYOMING

LAND OFFICE USE ONLY
New Serial No.

154574

1. Richard K. Cramer
1140 Petroleum Club Building
Denver, Colorado 80202

RECORDED July 6, 1976 9:00 A M
IN BOOK 53 Oil & Gas Lse PAGE 29
FEES $ 4.50 Lois 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*) NOV 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 36 North, Range 114 West, 6th P.M.
Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2
Section 6: S/2NE/4

Containing 688 acres, more or less, located in Sublette County, Wyoming.

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

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

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* Five Percent (5%) ORR

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 24th day of October, 19 75

Judee Lea McGuire
(Assignor's Signature)

Box 95
(Assignor's Address)

Judee Lea McGuire

Indian Hills, Colorado 80454
(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

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 16 1976
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective DEC 1 1975

By Lorenzo W. Sanchez
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

DEC 3 1975
(Date)

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

ORIGINAL

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2544 WA

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DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

1976 NOV -5 AM 10:00

RECEIVED
CHEYENNE, WYOMING

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☑ Individual ☐ Municipality ☐ Association ☐ Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.
This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

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

Executed this 24th day of October, 1975

Richard K Cramer
pkd, R K Cramer
(Assignee's Signature)

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 16 1976
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

R. K. CRAMER
1100 Petroleum Club Bldg.
Denver, Colorado 80202
(Address, include zip code)

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

STATE OF Colorado
COUNTY OF Denver } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 24th day of October, 19 75, personally appeared Judee Lea McLane

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 March 17, 1976

Virginia M. Minder
Notary Public

GENERAL INSTRUCTIONS

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

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

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

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

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

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

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

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

PART II

A. Certification of assignee

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

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

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

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

Form 3110–2
(September 1973)
(formerly 3120–19)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1975 OCT 10 AM 10 00
RECEIVED
CHEYENNE, WYOMING

RECEIVED
OCT 09 1975
GEOLOGICAL SURVEY
CASPER, WYOMING

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)

Judee Lea McGuire
Box 95
Indian Hills, CO 80454

Name
Street
City
State
Zip Code

W 52396
(Serial Number)

This lease subject to the determination by the Geological Survey as to whether the lands herein described were on a known geologic structure of producing oil or gas field as of the date of signing hereof by the authorized officer.

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

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

T. 36 N., R. 114 W., 6th Prin. Mer.
Section 5: Lots 1, 2, 3, 4, S½N½, S½
Section 6: S½NE¼

154575

RECORDED July 6 1976 9:00 A M
IN BOOK 53 Oil & Gas Lse PAGE 31
FEES $ 4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Lands in lease were not within a known geologic structure on date of lease issuance.

Area Geologist
For the Director
U. S. Geological Survey

Containing a total of	688.00	acres	Annual Rental . . . . . $ 344.00

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: NOV 1 1975

THE UNITED STATES OF AMERICA

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 21 1976
BUREAU OF LAND MANAGEMENT

By _____
(Signature of Signing Officer)

Form 3112–1
(October 1974)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
WASHINGTON, D.C. 20240

POSTAGE AND FEES PAID
U.S. DEPARTMENT OF THE INTERIOR
INT 415

U.S.MAIL

SIMULTANEOUS OIL AND GAS DRAWING ENTRY CARD

52396

Print or type

McGUIRE — Last name
JUDEE — First name
LEA — Middle initial

521-50-9617
Social Security or Taxpayer Number

Last name
First name
Middle initial

BOX 95 — Street Address

INDIAN HILLS — City
COLORADO — State
80454 — Zip code

Parcel Number applied for 132
and
State WYOMING

31

The return of this card indicates that you were *not* successful in the drawing and your offer is rejected.

LEASE TERMS

Sec. 1. *Rights of lessee.*—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) *Bonds.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) *Cooperative or unit plan.*—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) *Wells.*—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties in amounts or value of production removed or sold from the the leased lands as follows:

Rentals.—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:
  (i) For each lease year a rental of 50 cents per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:
  (i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.
  (ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than $1 per acre, and the prescribed minimum royalty of $1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b)(ii) above.

Royalty on production.—(1) To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms herein.

Payments.—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the proper office, to the order of the Bureau of Land Management at the depository mentioned in the regulation 43 CFR 3102.2. If there is a well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be considered timely if made on the next official working day.

Contracts for disposal of products.—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided,* That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on the minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(e) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing all wells drilled on the land and a statement of the development and operating costs.

(f) *Records.*—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(g) *Well records.*—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(h) *Inspection.*—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(i) *Diligence, prevention of waste, health and safety of workmen.*—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was based before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost: *Provided,* That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) *Taxes and wages, freedom of purchase.*—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) *Equal Opportunity clause.*—During the performance of this contract the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Assignment of oil and gas lease or interest therein.*—As required by applicable law, to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(n) *Pipelines to purchase or convey at reasonable rates and without discrimination.*—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U.S.C. sec. 351).

(o) *Lands patented with oil and gas deposits reserved to the United States.*—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) *Reserved or segregated lands.*—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) *Protection of surface, natural resources, and improvements.* The lessee agrees to take such reasonable steps as may be needed to prevent operations on the leased lands from unnecessarily: (1) causing or contributing to soil erosion or damaging crops, including forage, and timber growth thereon or on Federal or non-Federal lands in the vicinity; (2) polluting air and water; (3) damaging improvements owned by the United States or other parties; (4) disturbing or damaging or removing fossil, historic or prehistoric remains or objects and upon any partial or total relinquishment, or termination of operations or expiration of this lease, to clean and remove or cover all debris, and so far as reasonably possible, restore the surface of the leased land and access roads to their former condition, including the removal of structures as and if required. The lessor may prescribe the steps to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic value.*—When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

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

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

Sec. 3. The lessor reserves:

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

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

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

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

(e) *Taking of royalties.*—All rights pursuant to section 36 of the act to take royalties in amount or in value of production.

(f) *Casing.*—All rights pursuant to section 40 of the act to purchase casing, and lease or operate valuable water wells.

Sec. 4. *Drilling and producing restrictions.*—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

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

Sec. 6. *Purchase of materials, etc., on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period: *Provided,* That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. *Proceedings in case of default.*—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or shall make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of cancellation and forfeiture, or for the same cause occurring at any other time.

Sec. 8. *Heirs and successors-in-interest.*—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom, and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41

Form 3106-5
(February 1971)
FACSIMILE REPRODUCTION by Tallock's Inc., Denver—266-1681

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. W-52396

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

Barbara Davis
1100 Metrobank Building
Denver, Colorado 80202

154576

RECORDED July 6, 1976 9:00 A.M.
IN BOOK 53 Oil & Gas Lse PAGE 33
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

1. The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* November 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 36 North, Range 114 West, 6th P.M.
Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2
Section 6: S/2NE/4

Containing 688.00 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)* ALL

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

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* NONE

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 5%

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

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

Executed this 29th day of April, 1976
DAVIS OIL COMPANY, a Partnership

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

Evidence of Authority of Attorney in Fact is filed in W-56943 and such authority is still in effect

1100 Metrobank Building
(Assignor's Address)

Denver, Colorado 80202
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

CERTIFIED
a true and comparative copy
of records in the
JUN 10 1976
BUREAU OF LAND MANAGEMENT

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective JUN 1 1976

By [signature]
(Authorized Officer)

33

Chief, Oil & Gas Section
(Title)

JUN 4 1976
(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*

Original Request for Approval ORIGIN

nn

34 PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1976 MAY -4 AM 10: 00
SERIAL NUMBER
COLORADO

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.
This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

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

Executed this day of , 19

CERTIFIED
to be a true and comparative copy
of the official record on file
JUN 10 1976
BUREAU OF LAND MANAGEMENT

(Assignee's Signature)

(Address, include zip code)

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

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

On this 29th day of April, 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 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:
March 26, 1978

Notary Public

GENERAL INSTRUCTIONS

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

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

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

4. *Overriding royalties or payments out of production* — Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not 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* — Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with *all* lease terms and conditions, including timely payment of annual rental and maintenance of any required bond, *except* in the case of assignment of undivided interests, royalties, and operating agreements.

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

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

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

PART II

A. Certification of assignee

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

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

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

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

PARTIAL CONVEYANCE OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, DEPCO, Inc., a Delaware corporation with offices at 1025 Petroleum Club Building, Denver, Colorado 80202, hereinafter being referred to as "Assignor," for and in consideration of TEN AND NO/100 DOLLARS ($10.00), cash in hand, and other good and valuable considerations, the receipt and adequacy of which is acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY, TRANSFER and SET OVER unto DAVIS OIL COMPANY, a partnership composed of Jean Davis, Jack Davis and Marvin Davis, who maintain offices at 1100 MetroBank Building, 475 Seventeenth Street, Denver, Colorado 80202, hereinafter referred to as "Assignee," fifty percent (50%) of whatever working interest and operating rights Assignor owns in and to those oil and gas leases and the lands described herein which leases and lands are described in Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD unto the Assignee, its successors and assigns, forever, subject however to the following:

1. This Partial Conveyance of Oil and Gas Leases is made without any representations or warranties of title, either expressed, implied or statutory.

2. This Partial Conveyance is made subject to all applicable surface and environmental and equal opportunity stipulations under which said leases were issued. This Partial Conveyance is further made subject to the various marginal notes set out in Exhibit "A" next to the various leases.

3. Insofar as they do not conflict with the noted prior existing Agreements or with the Aspen Ridge Unit and Unit Operating Agreement, this Partial Conveyance of Oil and Gas Leases is made subject to the following agreements:

   a. That certain Operating Agreement and its attachments "A," "C," and "D" which Operating Agreement is attached to that certain Farmout Agreement dated August 31, 1973 by and between Assignor, Assignee and Hanover Planning Company, Inc. (now Hanover Petroleum Corporation), a copy of which is located in the offices of the respective signatory parties.

   b. That certain Farmout Agreement dated August 29, 1975 by and between Assignor, Assignee and Hanover Petroleum Corporation, a copy of which is located in the offices of the respective signatory parties thereto.

EXECUTED this 15th day of June, 1976.

ATTEST:

Michael D. Shepard
Michael D. Shepard, 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 15th day of JUNE, 1976, by J. V. Kowalski, Vice President of DEPCO, Inc.

WITNESS my hand and official seal.

My commission expires:

My Commission expires Sept. 17, 1976

Karlene J. Anders
Notary Public

154577

RECORDED July 6 1976 9:00 A M
IN BOOK 53 Oil & Gas Lse PAGE 35
FEES $33.75 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Renton

EXHIBIT "A"

SUBLETTE COUNTY, WYOMING

DEPCO LEASE NUMBER	LESSOR AND SERIAL NUMBER	RECORDED AT BOOK	PAGE	DATE OF LEASE	DESCRIPTION AND SURFACE ACRES	NOTES
0300886 D-6528	United States of America W-8725			10-01-67	Township 33 North, Range 113 West, 6th P.M. Section 3: Lots 1, 2 Township 34 North, Range 113 West, 6th P.M. Section 20: N½NE¼, NW¼, NW¼SW¼ Section 28: NW¼, S½ Section 34: NW¼, W½SW¼, SE¼ containing 1,238.89 acres, more or less.	Subject to a 30-day re-assignment obligation to Elaine Wolf
0300895 D-6529	United States of America W-9573			12-01-67	Township 33 North, Range 113 West, 6th P.M. Section 17: W½NE¼, W½, SE¼ Section 20: N½, SW¼, N½SE¼ Section 21: N½, NW¼SW¼ containing 1,480.00 acres, more or less.	Subject to 30-day re-assignment obligation to Estelle Wolf
0300913 D-6530	United States of America W-20566			10-01-69	Township 31 North, Range 114 West, 6th P.M. Section 25: NE¼SE¼, SW¼ containing 200.00 acres, more or less..	
0300919 D-6531	Ruth E. O'Neil Myers	44 O&G	287	8-28-69	Township 33 North, Range 113 West, 6th P.M. Section 4: Lots 1 (38.83), 2 (38.65), S½NE¼ Township 34 North, Range 113 West, 6th P.M. Section 17: SW¼NW¼, N½SW¼ Section 18: SE¼NE¼, W½NE¼, E½NW¼, Lots 3 (35.72), 4 (35.86), E½SW¼, SW¼SE¼, NE¼SE¼ Section 20: SW¼NE¼, E½SW¼, SE¼ Section 21: SE¼NE¼, W½SW¼, NE¼SW¼, NW¼SE¼ Section 29: SW¼SE¼ Section 32: NE¼, N½SE¼, SE¼SE¼ Section 33: SW¼, SW¼SE¼ containing 1,709.06 acres, more or less.	

EXHIBIT "A"

SUBLETTE COUNTY, WYOMING

DEPCO LEASE NUMBER	LESSOR AND SERIAL NUMBER	RECORDED AT BOOK	PAGE	DATE OF LEASE	DESCRIPTION AND SURFACE ACRES	NOTES
[redacted]300935 -6532	United States of America W-23375			4-01-70	Township 34 North, Range 113 West, 6th P.M. Section 31: Lots 1, 2, 3, 4, SE¼NW¼, E½SW¼, W½SE¼, SE¼SE¼ containing 383.60 acres, more or less.	30-day reassignment obligation to Bruce Anderson
0300963 -6533	United States of America W-8724			10-01-67	Township 33 North, Range 113 West, 6th P.M. Section 3: S½NE¼ Section 9: E½, N½NW¼, SE¼NW¼, S½SW¼ Section 10: S½N½, N½NW¼, NW¼SW¼, S½SW¼, NE¼SE¼ containing 1,000.00 acres, more or less.	Subject to 30-day reassignment obligation to James F. LaCoy
[redacted]301015 -6534	United States of America W-16813			01-01-69	Township 31 North, Range 112 West, 6th P.M. Section 7: Lots 3, 4 Section 18: Lot 1 containing 57.08 acres, more or less.	Subject to 30-day reassignment obligation to Inexco Oil Company
0301016 -6535	United States of America W-14186			8-01-68	Township 31 North, Range 113 West 6th P.M. Section 20: S½SW¼, NE¼SW¼, N½SE¼, SW¼SE¼ Section 21: SW¼NW¼, NE¼SW¼, W½SE¼ Section 28: N½NW¼ Section 30: SE¼, S½NE¼ containing 720.00 acres, more or less.	Subject to 30-day reassignment obligation to Inexco Oil Company
[redacted]0301017 -0536	State of Wyoming 67-7795			9-02-67	Township 34 North, Range 113 West, 6th P.M. Section 31: NE¼SE¼ containing 40.00 acres, more or less.	Subject to 30-day reassignment obligation to A. G. Andrikopoulos

EXHIBIT "A"

SUBLETTE COUNTY, WYOMING

DEPCO LEASE NUMBER	LESSOR AND SERIAL NUMBER	RECORDED AT BOOK	RECORDED AT PAGE	DATE OF LEASE	DESCRIPTION AND SURFACE ACRES	NOTES
0301065 D-5489	United States of America W-3336			01-01-67	Township 31 North, Range 113 West, 6th P.M. Section 1: Lots 1 (39.97), 2 (39.92), 3 (39.86) 4 (39.80), S½N½, S½ Section 2: Lots 1 (39.76), 2 (39.72), 3 (39.68) S½NE¼, E½SW¼, SE¼ Section 11: NE¼, E½W½, N½SE¼, SW¼SE¼ Section 12: All Section 13: SW¼NW¼, N½SW¼, SE¼SW¼ Section 14: NW¼NE¼, S½NE¼, NE¼SE¼ containing 2,478.71 acres, more or less.	Subject to 45-day reassignment obligation to Estelle Wolf
0301066 D-5490 80 60	United States of America W-17201			02-01-69	Township 31 North, Range 113 West, 6th P.M. Section 4: Lots 3, 4, S½NW¼, SW¼ Section 5: Lots 1, 2, 3, 4, S½N½, S½ containing 959.73 acres, more or less.	Subject to 30-day reassignment obligation to Marguerite C. Piland
0301067 D-5491	United States of America W-8722-A			11-01-67	Township 31 North, Range 113 West, 6th P.M. Section 7: Lots 1, 2, 3, 4, E½, E½W½ Section 18: Lots 1, 2, E½NW¼, NE¼ containing 968.14 acres, more or less.	Subject to 60-day reassignment obligation to Grace Hager and Paul Faust Subject to 45-day reassignment obligation to Marvin Wolf
0301068 D-5492	United States of America W-16814			01-01-69	Township 32 North, Range 113 West, 6th P.M. Section 8: SE¼SE¼ Section 10: Lot 4, SW¼NW¼, W½SW¼ Section 15: E½SW¼, SW¼SW¼ containing 290.68 acres, more or less.	Lands committed to Aspen Ridge Unit and Unit Operating Agreement. Subject to 45-day reassignment obligation to Melvin Wolf

EXHIBIT "A"

SUBLETTE COUNTY, WYOMING

DEPCO LEASE NUMBER	LESSOR AND SERIAL NUMBER	RECORDED AT BOOK	PAGE	DATE OF LEASE	DESCRIPTION AND SURFACE ACRES	NOTES
0301069 -5493	United States of America W-032 1454			01-01-66	Township 32 North, Range 113 West, 6th P.M. Section 9: E½SE¼ Section 20: NW¼NE¼, W½, SE¼SE¼ Section 21: NE¼NE¼, S½NE¼, NE¼SW¼, S½SW¼, SE¼ Section 28: All containing 1,520.00 acres, more or less.	Lands committed to Aspen Ridge Unit and Unit Operating Agreement. Subject to 30-day reassignment obligation to C. B. Woodman, Jr.; subject to 45-day reassignment obligation to Marvin Wolf.
0301070 -5494	United States of America W-3801			02-01-67	Township 32 North, Range 113 West, 6th P.M. Section 9: Lots 1, 2, S½NE¼, SW¼SW¼, E½SW¼, W½SE¼ Section 17: E½SW¼ containing 782.90 acres, more or less.	Lands committed to Aspen Ridge Unit and Unit Operating Agreement. Subject to 45-day reassignment obligation to Marvin Wolf.
[redacted] 0301072 -5503	State of Wyoming 69-2907			01-02-69	Township 32 North, Range 113 West, 6th P.M. Section 16: S½ containing 320.00 acres, more or less.	Lands committed to Aspen Ridge Unit and Unit Operating Agreement. Subject to 45-day reassignment obligation to Marvin Wolf.
0301073 -5495	United States of America W-032 1457			01-01-66	Township 32 North, Range 113 West, 6th P.M. Section 22: All Section 32: All containing 1,280.00 acres, more or less.	Lands committed to Aspen Ridge Unit and Unit Operating Agreement. Subject to 45-day reassignment obligation to Melvin Wolf.
0301074 [redacted] -5496	United States of America W-032 1455			02-01-66	Township 32 North, Range 113 West, 6th P.M. Section 29: S½ containing 320.00 acres, more or less.	Lands committed to Aspen Ridge Unit and Unit Operating Agreement. Subject to 45-day reassignment obligation to Elaine Wolf.
0301075 -5497	United States of America W-032 1456			01-01-66	Township 32 North, Range 113 West, 6th P.M. Section 29: N½ containing 320.00 acres, more or less	Lands committed to Aspen Ridge Unit and Unit Operating Agreement. Subject to 45-day reassignment obligation to to Melvin Wolf.

EXHIBIT "A"

SUBLETTE COUNTY, WYOMING

DEPCO LEASE NUMBER	LESSOR AND SERIAL NUMBER	RECORDED AT BOOK	PAGE	DATE OF LEASE	DESCRIPTION AND SURFACE ACRES	NOTES
0301078 D-6537	State of Wyoming 67-662			01-02-67	Township 33 North, Range 113 West, 6th P.M. Section 26: SE¼, S½NE¼, E½SW¼, SE¼NW¼, SW¼SW¼, N½N½, SW¼NW¼, NW¼SW¼ containing 640.00 acres, more or less.	Subject to 45-day reassignment obligation to Marvin Wolf.
0301082 D-6538	United States of America W-8297			10-01-67	Township 33 North, Range 113 West, 6th P.M. Section 5: Lots 1, 4, S½NW¼, SE¼NE¼, E½SE¼ Section 8: NE¼NE¼, S½SW¼, SW¼SE¼ Section 18: E½ Section 19: E½ Section 29: NW¼ Section 30: NE¼ Township 34 North, Range 114 West, 6th P.M. Section 12: NW¼NE¼ containing 1,436.12 acres, more or less.	
0301088 D-5498	United States of America W-2113			11-01-66	Township 31 North, Range 113 West, 6th P.M. Section 2: Lot 4, W½SW¼ Section 3: SE¼ Section 10: E½ Section 11: W½W½ containing 759.64 acres, more or less.	DEPCO only owns an interest to 4,710' below surface of Earth. Subject to 30-day reassignment obligation to J. M. Huber Corp. Subject to June 14, 1971 Agreement between Assignor and J. M. Huber Corp. and all amendments thereto.
0301091 D-6539	United States of America W-17202			02-01-69	Township 31 North, Range 113 West, 6th P.M. Section 20: SE¼NE¼, SE¼SE¼ containing 80.00 acres, more or less.	Subject to 30-day reassignment obligation to Lawrence C. Harris. Subject to 45-day reassignment obligation to Chorney Oil Corp.

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EXHIBIT "A"

SUBLETTE COUNTY, WYOMING

DEPCO LEASE NUMBER	LESSOR AND SERIAL NUMBER	RECORDED AT BOOK PAGE	DATE OF LEASE	DESCRIPTION AND SURFACE ACRES	NOTES
0301092 5499-1 5499	United States of America W-8873		11-01-67 W-53517	Township 32 North, Range 113 West, 6th P.M. Section 26: N½ Section 27: E½NE¼, W½, SE¼ * Section 34: NE¼ * containing 1,040.00 acres, more or less.	Lands committed to Aspen Ridge Unit and Unit Operating Agreement and Unit Operating Agreement. *DEPCO's interest is limited in formations only down to a depth of stratigraphic equivalent of Ft. Union (approx. 5100'). Subject to a 30-day reassignment obligation to Austral oil Company. Subject to August 5, 1971 Agreement between DEPCO and Austral Oil Co
0301094 500	United States of America W-17202-A		02-01-69	Township 31 North, Range 113 West, 6th P.M. Section 8: All Section 17: N½, N½S½, SE¼SW¼ Section 21: W½SW¼, SE¼SW¼ containing 1,280.00 acres, more or less.	Subject to 30-day reassignment obligation to Lawrence C. Harris. Subject to 40-day reassignment obligation to Chorney Oil Company.
0301104 0-5501	United States of America W-8874		11-01-67	Township 32 North, Range 113 West, 6th P.M. Section 14: All containing 640.00 acres, more or less.	Subject to Agreement dated August 5, 1971 between DEPCO and Austral Oil Company. DEPCO has no interest below the stratigraphic equivalent of the Ft. Union Sand (approx. 5,100'). Subject to 30-day reassignment obligation to Austral Oil Co.
0301106 0-6540	United States of America W-8160		10-01-67	Township 34 North, Range 113 West, 6th P.M. Section 23: SW¼SE¼ containing 40.00 acres, more or less.	Subject to 30-day reassignment obligation to R. K. O'Connell and Casper College Foundation.

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EXHIBIT "A"

SUBLETTE COUNTY, WYOMING

DEPCO LEASE NUMBER	LESSOR AND SERIAL NUMBER	RECORDED AT BOOK	PAGE	DATE OF LEASE	DESCRIPTION AND SURFACE ACRES	NOTES
0301117 D-6541	United States of America W-21423			11-01-69	Township 31 North, Range 113 West, 6th P.M. Section 15: N½NW¼ containing 80.00 acres, more or less.	Subject to 60-day reassignment obligation to B. J. Bradshaw
0301118 D-6542	State of Wyoming 71-15302			10-02-71	Township 31 North, Range 113 West, 6th P.M. Section 16: N½ containing 320.00 acres, more or less.	Subject to 60-day reassignment obligation to B. J. Bradshaw.
0301119 D-5502	United States of America W-2114			11-01-66	Township 31 North, Range 113 West, 6th P.M. Section 3: SW¼ Section 10: W½ Section 15: N½NE¼ containing 560.00 acres, more or less.	DEPCO only has rights down to 4,410 feet below surface of Earth. Subject to 30-day reassignment obligation to John M. Beard et al.
0301121 D-6543	Gordon Mickelson et ux	48 O&G	467	07-31-72	Township 31 North, Range 113 West, 6th P.M. Section 17: S½SE¼ Section 19: SE¼ Section 20: NW¼, NW¼SW¼, W½NE¼, NE¼NE¼ Section 21: NW¼NW¼, E½NW¼, W½NE¼ containing 760.00 acres, more or less.	
0301134 D-6544	United States of America W-10620			02-01-68	Township 31 North, Range 113 West, 6th P.M. Section 14: W½ containing 320.00 acres, more or less.	Subject to 30-day reassignment obligation to Charles S. Terny.

EXHIBIT "A"

SUBLETTE COUNTY, WYOMING

DEPCO LEASE NUMBER	LESSOR AND SERIAL NUMBER	RECORDED AT BOOK	PAGE	DATE OF LEASE	DESCRIPTION AND SURFACE ACRES	NOTES
0301289 D-6545	State of Wyoming 71-15576			10-02-71	Township 31 North, Range 114 West, 6th P.M. Section 36: W½ containing 320.00 acres, more or less.	Subject to 45-day reassignment obligation to A. G. Andrikopoulos
0301448 D-4943	United States of America W-40983			09-01-73	Township 32 North, Range 113 West, 6th P.M. Section 27: W½NE¼ containing 80.00 acres, more or less.	Lands committed to Aspen Ridge Unit and Unit Operating Agreement. Subject to 45-day reassignment obligation to A.W Rutter, Jr.
0301468 4812	United States of America W-34971			06-01-72	Township 32 North, Range 113 West, 6th P.M. Section 10: S½NE¼, SE¼NW¼, E½SW¼, N½SE¼ Section 15: NE¼NE¼, S½NE¼, NW¼NW¼, SE¼ containing 600.00 acres, more or less.	Subject to 60-day reassignment obligation to Paul A. Conley.
0301096 D-6546	State of Wyoming 67 7816			10-2-67	Township 33 North, Range 113 West, 6th P.M. Section 22: S½NE¼, SE¼NW¼, E½SW¼, SE¼ containing 360.00 acres, more or less.	Subject to 6-30-71 Agreement between Assignor and Forest Oil Company
0301627 D-5492-1	United States of America W 53518			01-01-69	Township 32 North, Range 113 West, 6th P.M. Section 18: Lot 3 (40.68), 4 (40.64), E½W½, E½ containing 561.32 acres, more or less.	Subject to 45 day reassignment obligation to Melvin Wolf.
0301628 D-5493	United States of America W-53513			01-01-66	Township 32 North, Range 113 West, 6th P.M. Section 30: E½E½, W½SE¼ containing 240.00 acres, more or less.	Subject to 45 day reassignment obligation to Marvin Wolf Subject to 30 day reassignment obligation to C. B. Woodman, Jr.

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EXHIBIT "A"

SUBLETTE COUNTY, WYOMING

DEPCO LEASE NUMBER	LESSOR AND SERIAL NUMBER	RECORDED AT BOOK	PAGE	DATE OF LEASE	DESCRIPTION AND SURFACE ACRES	NOTES
0301629 D-5494-1	United States of America W-53516			02-01-67	Township 32 North, Range 113 West, 6th P.M. Section 7: Lot 4 (16.93), 5 (39.68), 6 (40.69), E½SW¼, S½SE¼ Section 19: All Section 30: W½NE¼ containing 978.93 acres, more or less.	Subject to 45 day reassignment obligation to Marvin Wolf.
0301630 D-5496-1	United States of America W-53514			02-01-67	Township 32 North, Range 113 West, 6th P.M. Section 31: SE¼ containing 160.00 acres, more or less.	Subject to 45 day reassignment obligation to Elaine Wolf.
14 0301631 D-5497	United States of America W-53515			01-01-66	Township 32 North, Range 113 West, 6th P.M. Section 31: NE¼ containing 160.00 acres, more or less.	Subject to 45 day reassignment obligation to Melvin Wolf.
0301632 D-4943-1	United States of America W-53519			09-01-73	Township 31 North, Range 113 West, 6th P.M. Section 4: Lot 1 (39.76), 2 (39.79), S½NE¼, SE¼ containing 319.55 acres, more or less.	Subject to 45 day reassignment obligation to A. W. Rutter, Jr.

PRODUCERS 88-BH 80

KINTZELS-CASPER

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 1st day of June, 19 76

by and between Daisy Dean Francisco, a widow, formerly Daisy Dean Hicks,
One- Bar Cross Ranch, Hoback Route,
of Pinedale, Wyoming 82941, 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 37 North, Range 113 West, 6th P.M.
Section 14: SW¼SE¼, SE¼SW¼
Section 23: NW¼NE¼, NE¼NW¼, S½NE¼, SE¼
Section 26: N½NE¼

154660

RECORDED July 12 1976 9:00 A.M
IN BOOK 53 Misc Rec PAGE 45
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Benton (5)

and containing 480 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 1st day of June, 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 ----------Four Hundred 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. 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)

Daisy Dean Francisco (SEAL)

Social Security No. 520-44-7252 (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Wyoming }
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 4th day of June, 1976, personally appeared Daisy Dean Francisco, a widow, formerly Daisy Dean Hicks,

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 1/20/1980

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 .....

No. of acres .....

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

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

County Clerk—Register of Deeds.

By ..... Deputy.

When Recorded
Return to .....

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

RELEASE OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

That BIG PINEY OIL and GAS COMPANY for and in consideration of the sum of One Dollar ($1.00) the receipt of which is hereby acknowledged, does hereby release, relinquish and surrender to William J. McGinnis Sr. and Mamie McGinnis, his wife, their heirs or assigns, all right, title and interest in and to a certain oil and gas mining lease made and entered into by and between William J. McGinnis Sr. and Mamie McGinnis, his wife, as Lessors, and Big Piney Oil and Gas Company as Lessee, dated the 20th day of July, 1973, covering the following described land in the County of Sublette and State of Wyoming, to-wit:

$S\frac{1}{2}$ $SW\frac{1}{4}$ of Sec 27, T29N, R111W, 6th P.M.
Lot 10, Sec 28, T29N, R111W, 6th P.M.
$SE\frac{1}{4}$ $SE\frac{1}{4}$ Sec 28, T29N, R111W, 6th P.M.
$W\frac{1}{2}$ of $NW\frac{1}{4}$ Sec 34, T29N, R111W, 6th P.M.
$NE\frac{1}{4}$ Sec 33, T29N, R111W, 6th P.M.
Lots 1, 4, 5 and 8 of Sec 33, T29N, R111W, 6th P.M.
$N\frac{1}{2}$ of $SE\frac{1}{4}$ and $SW\frac{1}{4}$ of $SE\frac{1}{4}$ of Sec 33, T29N, R111W, 6th P.M. Area 651 acres more or less.

said lease being recorded in the office of the County Clerk in and for said County, in Book 49 Oil and Gas, at Page 443.

In Witness Whereof, the undersigned owner and releasor has signed this instrument this 12th day of June, 1976.

BIG PINEY OIL and GAS COMPANY

By _____
O. DeVere Wootton, President

154684

RECORDED July 13 19 76 4:00 P M
IN BOOK 53 Oil & Gas Lease PAGE 47
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

STATE OF UTAH)
:ss.:
County of Salt Lake)

On the 17th day of June, 1976, personally appeared before me, O. DeVere Wootton, who being by me duly sworn did say that he is the president of Big Piney Oil and Gas Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and that said O. DeVere Wootton duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

NOTARY PUBLIC
Residing in Salt Lake City, Utah

My Commission Expires:

1/28/77

RELEASE OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

That BIG PINEY OIL and GAS COMPANY for and in consideration of the sum of One Dollar ($1.00), the receipt of which is hereby acknowledged, does hereby release, relinquish and surrender to William J. McGinnis, Jr. and Jane McGinnis, his wife, their heirs or assigns, all right, title and interest in and to a certain oil and gas mining lease made and entered into by and between William J. McGinnis, Jr. and Jane McGinnis, his wife, as Lessors, and Big Piney Oil and Gas Company as Lessee, dated the 20th day of July, 1973, covering the following described land in the County of Sublette and State of Wyoming, to-wit:

Lots 1, 2, 3, 4, 5, 6, 7 and 8 of Sec 6,
T28N, R111W, 6th P.M.
Lot 4 of Sec 5, T28N, R111W, 6th P.M.
The SE$\frac{1}{4}$ of SE$\frac{1}{4}$ of Sec 32, and Lot 7 of
Sec 33, T29N, R111W, 6th P.M. Area
307.48 acres.

said lease being recorded in the office of the County Clerk in and for said County, in Book 49 Oil and Gas, at Page 449.

In Witness Whereof, the ~~undersigned~~ owner and releasor has signed this instrument this 17th day of June, 1976.

BIG PINEY OIL and GAS COMPANY

By _____
O. DeVere Wootton, President

154685

RECORDED July 13 19 76 4:10 P M
IN BOOK 53 Oil & Gas Leases PAGE 49
FEES $ 4.50 Lori J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Renton

STATE OF UTAH)
:ss.:
County of Salt Lake)

On the 17th day of June, 1976, personally appeared before me, O. DeVere Wootton, who being by me duly sworn did say that he is the president of Big Piney Oil and Gas Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and that said O. DeVere Wootton duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

NOTARY PUBLIC
Residing in Salt Lake City, Utah

My Commission Expires:

1/28/77

RELEASE OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

That BIG PINEY OIL and GAS COMPANY for and in consideration of the sum of One Dollar ($1.00), the receipt of which is hereby acknowledged, does hereby release, relinquish and surrender to William J. McGinnis, Jr. and Jane McGinnis, his wife, their heirs or assigns, all right, title and interest in and to a certain oil and gas mining lease made and entered into by and between William J. McGinnis, Jr. and Jane McGinnis, his wife, as Lessors, and Big Piney Oil and Gas Company as Lessee, dated the 20th day of July, 1973, covering the following described land in the County of Sublette and State of Wyoming, to-wit:

Lots 2, 3, 6 of Sec. 33, T29N
R111W, 6th P.M. Area 109 acres
more or less.

said lease being recorded in the office of the County Clerk in and for said County, in Book 49 Oil and Gas, at Page 437.

In Witness Whereof, the undersigned owner and releasor has signed this instrument this 17th day of June, 1976.

BIG PINEY OIL and GAS COMPANY

By _____
O. DE VERE WOOTTON, President

154686

RECORDED July 13, 19 76 4:00 P M
IN BOOK 53 Oil & Gas Lease PAGE 51
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

STATE OF UTAH)
:ss.:
County of Salt Lake)

On the 16 day of June, 1976, personally appeared before me, O. DeVere Wootton, who being by me duly sworn did say that he is the president of Big Piney Oil and Gas Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and that said O. DeVere Wootton duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

NOTARY PUBLIC
Residing in Salt Lake City, Utah

My Commission Expires:

1/28/77

Mid-Continent [redacted]ion W. Reassign.

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

601

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Dick V. Welch, 10633 Sperry Street, Denver, Colorado 80234

(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 RAINBOW RESOURCES, INC. - 25%, FARMLAND INTERNATIONAL ENERGY CO. - 50%, BARBER OIL EXPLORATION, INC. - 25%

(hereinafter called Assignee), all of Assignor's right, title and interest in and to the oil and gas lease dated ____, 19__, from SEE ATTACHED EXHIBIT "A" Lessor, to ____, Lessee, recorded in book ____, page ____, insofar as said lease covers the following described land in Sublette County, State of Wyoming

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

STATE OF [redacted] } 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 ____

154692

RECORDED July 14, 19 76 2:00 PM
IN BOOK 530 Land Records PAGE 53
FEES $6.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Marilyn Denton

of Section ~~xxxx

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

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

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

and.....

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

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

My Commission Expires.....

.....
Notary Public.

State of COLORADO
County of Denver
} ss.

The foregoing instrument was acknowledged before me this 28th day of June 1976 by Dick V. Welch

Witness my hand and official seal.

My Commission Expires: July 23, 1978

.....
Notary Public
Nancy L. Magner

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

EXHIBIT "A" PAGE One

STATE OF Wyoming COUNTY OF Sublette

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE	ACRES GROSS	NET	EXISTING BURDENS
2740	Vernon M. Johnson, a single man	Dick V. Welch	10/28/75	Township 30 North, Range 114 West Section 3: NE¼SE¼	52	167	40.00		
2741	Vernon M. Johnson, a single man and Francis M. Johnson, a single woman	Dick V. Welch	10/28/75	Township 30 North, Range 114 West Section 10: SE¼SE¼ Section 14: SW¼NE¼, NW¼NW¼, S½NW¼, SW¼, W½SE¼ Section 15: NE¼NE¼, SE¼ Section 22: NE¼NE¼	52	169	680.00		

[redacted] ec. 27 SW¼
[redacted] 34: NE¼ NW¼, W½NW¼, Tr.47

164

RATIFICATION AND JOINDER OF

COUNTY LINE

UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

SWEETWATER AND SUBLETTE COUNTIES, WYOMING

SUBLETTE COUNTY
RECEIVED
JUN 25 1976
CASPER, WYOMING

In consideration of the execution of the Unit Agreement for the Development and Operation of the subject Unit Area, dated March 5, 1976, 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 agreements or other interests in unitized substances, covering any lands within the unit area in which the undersigned may be 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 29th day of April, 1976.

Assistant Secretary

Geo. Globe

GEORGE GLOBE

Address: [redacted] 1322 19th Street
Bakersfield, CA 93301

154901

RECORDED July 29 1976 9:00 A.M
IN BOOK 53 Oil & Gas Lse PAGE 57
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

STATE OF California)
: ss
COUNTY OF Kern)

On this 29 day of April, 1976, before me personally appeared Geo. Globe 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:

OFFICIAL SEAL
B. COLEEN BYRD
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
KERN COUNTY
My Commission Expires Feb. 2, 1980

B. Coleen Byrd
Notary Public

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

RECORDED JUL 12 1976 AT 9 a M.
IN BOOK 620 PAGE 164 GREEN RIVER, WYO.
NO. 605998 COUNTY CLERK

57

A F F I D A V I T

STATE OF COLORADO)
) SS.
CITY AND COUNTY OF DENVER)

John H. McVeagh of lawful age, being first duly sworn on oath hereby deposes and says:

1. That he is an employee of Inter-American Petroleum Corporation, a Colorado corporation, 609 East Speer Boulevard, Denver, Colorado 80203.

2. On July 24, 1976, Gordon Hedlund of 1255 Pike Lake Drive, Brighton, Minnesota 55112, entered into an agreement with Inter-American Petroleum Corporation, to the effect that Gordon Hedlund agreed to sell and Inter-American Petroleum Corporation agreed to purchase, subject to approval of title, United States Oil and Gas Lease No. W-55633, covering Sections 11, 12, 13, 14, Township 32 North, Range 111 West, Sublette County, Wyoming, when this lease issues to Gordon Hedlund pursuant to his application therefor.

Further affiant saith not.

John H. McVeagh
John H. McVeagh

Subscribed in my presence and sworn before me this 30th day of July, 1976.

My Commission Expires: My Commission expires May 21, 1980

Debra A. Manoa
Notary Public

STATE OF COLORADO)
) SS.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 30th day of July 1976, by John H. McVeagh.

WITNESS my hand and official seal.

My Commission Expires My Commission expires June 21, 1980

Rosemary A. Mazza
Notary Public

154946

RECORDED August 2, 19 76 9:00 A M
IN BOOK 53 Oil & Gas Leases PAGE 59
FEES $3.00 Lois G. Yntema COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Barton

Released BK. 790 & 6 @ Pg. 245

60

INTER-AMERICAN PET. CORP.
RECEIVED JUL 5 '76

Producers K 88

OIL AND GAS LEASE

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

AGREEMENT, Made and entered into this 28th day of JUNE, 1976
by and between Harry Zimmerman and Lucy Zimmerman, husband and wife,
216 Mimosa Park Drive, Ferriday, Louisiana 71334

, hereinafter called lessor (whether one or more) and
(SEE ATTACHED)
, hereinafter called lessee.

INTER-AMERICAN PETROLEUM CORPORATION -- UNDIVIDED 50% INTEREST
609 East Speer Boulevard
Denver, Colorado 80203

THOMAS A. CHORNEY -- UNDIVIDED 50% INTEREST
432 Metro Bank Building
475 - 17th Street
Denver, Colorado 80202

154947

RECORDED Aug. 2, 1976 9:15 AM
IN BOOK 53 Oil & Gas Lse PAGE 60
FEES $6.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Hunter

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:

T 31 N - R 111 W

Sec. 36: SW¼

and containing 160.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten (10) 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 28th day of June, 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 Louisiana Central Bank at Ferriday, Louisiana or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of One hundred sixty and no/100 - ($160.00) - - DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 40 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 40 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance 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) Harry Zimmerman (SEAL)

(SEAL) HARRY ZIMMERMAN (SEAL)

(SEAL) Lucy Zimmerman (SEAL)

(SEAL) LUCY ZIMMERMAN (SEAL)

STATE OF ~~LOUISIANA~~ Miss }
COUNTY OF Adams } 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 July, 19 76, personally appeared Harry Zimmerman and Lucy Zimmerman, 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 Jan 14, 1977

(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.

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

(SEAL)

.....
Notary Public.

My Commission expires .....

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

By .....
Deputy

When recorded return to

.....

New Mexico or U.S.A. Form 329 Printed and for sale by Hall-Poorbaugh Press, Roswell, N. M.

ROYALTY ASSIGNMENT

This assignment made and entered into this 9th day of July, 19 76,

by and between R.E. Boyle

herein referred to as assignor, (whether one or more) and Curtis J. Little and Anne B. Little, P.O. Box 80068, Albuquerque, NM 87108

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 One and One-Fourth (1¼) Per Cent 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 28 N, R 106 W, 6th Prin Mer

Section 19: SE¼
Section 20: W½SW¼
Section 29: W½, SE¼
Section 30: E½
Section 32: All
Section 33: All

154948

RECORDED August 2, 19 76 2:00 P M
IN BOOK 53 Oil & Gas Lease PAGE 63
FEES $3.25 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 the USA as lessor, and Peter E. Young, as lessee, bearing No. W 48815 or any extension or renewal thereof; said overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to the USA under the terms of said lease are computed and paid; and assignee shall be responsible for assignee's proportionate part of all taxes and assessments levied upon or against or measured by the production of oil and gas from said land.

TO HAVE AND TO HOLD said royalty interest unto assignee, heirs, personal representatives (or its successors) and assigns forever. For the same consideration assignor covenants with and warrants to said assignee that said royalty interest is in good standing, that it is free and clear of all liens and encumbrances and that assignor will warrant and forever defend the title thereto unto said assignee, heirs, personal representatives (or its successors) and assigns, against all persons whomsoever lawfully having or claiming an interest therein.

IN WITNESS WHEREOF this assignment is executed on the day and year first hereinabove written.

R E Boyle

STATE OF TEXAS
County of MIDLAND } ss.

On this 9th day of July, 19 76, before me personally appeared R.E. Boyle 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.

Barbara Begley
Notary Public

My commission expires June 1, 1977

STATE OF
County of } ss.

I hereby certify that 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 said County.

County Clerk

By , Deputy

Rec. No. Fees, $

Return to Curtis J. Little
P.O. Box 80068
Albuquerque, NM 87108

[redacted] [redacted] [redacted]

Released BK. 790 & GC Pg. 245

INTER-AMERICAN PET. CORP.
RECEIVED JUL 1'76

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 25th day of JUNE, 1976
by and between Cornelia Burke, a widow, 3801 Jones Street, Omaha, Nebraska 68105

_____, hereinafter called lessor (whether one or more) and
(SEE ATTACHED) hereinafter called lessee.

INTER-AMERICAN PETROLEUM CORPORATION -- UNDIVIDED 50% INTEREST
609 East Speer Boulevard
Denver, Colorado 80203

THOMAS A. CHORNEY -- UNDIVIDED 50% INTEREST
432 Metro Bank Building
475 - 17th Street
Denver, Colorado 80202

_____, 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:

T 31 N - R 110 W

Sec. 17: $NE\frac{1}{4}NE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$

and containing 160.0 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten (10) years from June 25, 1976 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 25th day of June, 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 North Side Bank Bank at 31st & Ames Ave., Omaha, Nebraska or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of One hundred sixty - ($160.00) - - - - DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 40 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 40 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

6W-1006

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)

(SEAL)
CORNELIA BURKE (SEAL)
(SEAL)
(SEAL)

STATE OF NEBRASKA
COUNTY OF DOUGLAS } 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 29 day of June, 19 76, personally appeared Cornelia Burke, 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 .....
(Seal)

GENERAL NOTARY / State of Nebr.
FLORENCE B. CONN
My Comm. Exp. Mar. 24

Notary Public

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

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

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

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

My Commission Expires .....

Notary Public

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

ACKNOWLEDGMENT (For use by Corporation)

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

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

.....
Notary Public.

(SEAL)

My Commission expires .....

155007

This instrument was filed for record on the 4th day of August 19 76, at 9:00 o'clock A M., and duly recorded in Volume 5304 Y Page 65 of the records of this office.

Lois J. Yake
County Clerk.

By Marilyn Denton
Deputy.

Fee 3.25

When recorded return to

.....

.....

.....

Tract 13 Section 20 T-72N-R 110 W Interest: WI

68

Return

RATIFICATION AND JOINDER OF

YELLOW POINT RIDGE UNIT

UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

SUBLETTE COUNTY, WYOMING

U.S. GEOLOGICAL SURVEY
RECEIVED
JUL 21 1976
CASPER, WYOMING

In consideration of the execution of the Unit Agreement for the Development and Operation of the subject Unit Area, dated October 8, 1974, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves, and adopts said Unit Agreement, and also 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 interests in unitized substances, covering any lands within the unit area in which the undersigned may be 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 9th day of June, 1976.

DAVIS OIL COMPANY

Assistant Secretary

Paul Messinger
PAUL MESSINGER
ATTORNEY IN FACT

155008

Address: 1100 Metrobank Bldg.
475 17th Street
Denver, CO 80202

RECORDED August 4 1976 9:00 A M
IN BOOK 53 Oil & Gas Lse PAGE 68
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Denton

STATE OF Colorado)
: ss
COUNTY OF Denver)

On this 9th day of June, 1976, before me personally appeared Paul Messinger 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:
My Commission expires July 7 1979

Notary Public

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: 13

ASSIGNMENT OF OVERRIDING ROYALTY
WYOMING FEDERAL OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, C & K PETROLEUM, INC., of 1600 Broadway - Suite 1700, Denver, Colorado 80202, is the owner of that certain Bureau of Land Management Oil and Gas Lease bearing Serial Number W-55251 and covering lands situate in Sublette County, Wyoming, described as follows:

Township 28 North - Range 111 West, 6th P.M.
Section 5: Lot 1, SE¼NE¼, E½SW¼, SE¼
Section 8: All

and containing 961.66 acres, more or less.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, C & K PETROLEUM, INC., hereinafter call "Assignor," does hereby sell, assign, transfer, set over and convey to DICK V. WELCH, 10633 Sperry Street, Northglenn, Colorado 80234, hereinafter called "Assignee," an overriding royalty equal to 2% of all the oil, gas, casinghead gas, and other hydrocarbon substances which may be produced, saved and sold under the terms of that certain oil and gas lease listed above, insofar as said lease covers the oil and gas leasehold estate as to the lands described therein.

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

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

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

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

155069

RECORDED August 4, 19 76 9:00 A.M
IN BOOK 53 Oil & Gas Lse PAGE 69
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

2.

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

It is agreed that if the lease covered hereby was acquired by C & K under conveyances containing a provision whereby C & K is to reassign same to its assignor, then in the event C & K elects to surrender its interest the overriding royalty conveyed hereunder shall upon delivery of such re-assignment cease and terminate insofar as said overriding royalty applies to or affects the oil and gas leasehold interest so reassigned.

IN WITNESS WHEREOF, this instrument is executed this 29th day of July, 1976.

ATTEST:

George E. Farmar, Asst. Secretary

C & K PETROLEUM, INC.

BY _____
W. C. Tillett, Vice President

* * * * * * *

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

The foregoing instrument was acknowledged before me this 29th day of July, 1976, by W. C. Tillett, as Vice President, and George E. Farmar, as Assistant Secretary of C & K Petroleum, Inc., a corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: March 25, 1980.

_____
Joyce E. Lebo, Notary Public

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, DAVIS OIL COMPANY, a Partnership, with offices at 1100 Metrobank 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 & CO., a Partnership;
MARLIS E. SMITH, an individual;
JOHN H. MELBY, an individual;
AND
ALAN R. SMITH, an individual;
All of Denver, Colorado

hereinafter called Assignee, an overriding royalty intereat of an undivided one-half of one percent (.5%) to PAUL MESSINGER & CO., an undivided one-half of one percent (.5%) to MARLIS E. SMITH, an undivided one-half of one percent (.5%) to JOHN H. MELBY, and an undivided one-half of one percent (.5%) to ALAN R. SMITH, being a total of 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-6078 Oil and Gas Lease dated August 20, 1975, from William J. Thoman et ux, as Lessor, to Davis Oil Company, as Lessee, recorded in Book 594, at Page 79 of the records of Sweetwater County, Wyoming INSOFAR and only insofar as said lease covers and affects the following described land in Sweetwater County, Wyoming:

Township 23 North, Range 111 West, 6th PM
Section 17: Lots 13,14,17,18 and those lands riparian to Lots 13,14,17 and 18 to the thread of the river.

D-6181 Oil and Gas Lease effective December 1, 1975, from the United States of America, as Lessor, to Pat Panos, as Lessee, bearing Serial No. W-52788 INSOFAR and only insofar as said lease covers and affects the following described land in Sweetwater County, Wyoming:

Township 26 North, Range 110 West, 6th PM
Section 3: S/2N/2, N/2SE/4
Section 4: SE/4NW/4

D-6234 Oil and Gas Lease effective June 1, 1971, from the United States of America, as Lessor, to Harry Ptasynski, as Lessee, bearing Serial No. W-28881 INSOFAR and only insofar as said lease covers and affects the following described land in Sweetwater County, Wyoming:

Township 22 North, Range 111 West, 6th PM
Section 4: N/2S/2

AND an undivded three-fourths of one percent (.75%) to PAUL MESSINGER & CO., an undivided three-fourths of one percent (.75%) to MARLIS E. SMITH, an undivided one-half of one percent (.5%) to JOHN H. MELBY, and an undivided one-half of one percent (.5%) to ALAN R. SMITH, being a total of 2.5% 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:

155030

RECORDED August 5, 19 76 9:00 A M
IN BOOK 53 Oil & Gas Leases PAGE 71
FEES $9.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

D-6035 Oil and Gas Lease effective August 1, 1971, from the United States of America, as Lessor, to Douglas A. Finkelstone, as Lessee, bearing Serial No.W-29903 INSOFAR and only insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 28 North, Range 110 West, 6th PM
Section 30: Lots 3, 4, E/2SW/4, SE/4
Section 31: Lots 1, 2, 3, 4, S/2NE/4, E/2W/2, SE/4

D-6194 Oil and Gas Lease effective July 1, 1972, from the United States of America, as Lessor, to John I. Weston, as Lessee, bearing Serial No. W-35399-A INSOFAR and only insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 27 North, Range 111 West, 6th PM
Section 13: S/2

AND an undivided one percent (1%) to PAUL MESSINGER & CO., an undivided one percent (1%) to MARLIS E. SMITH, an undivided one-half of one percent (.5%) to JOHN H. MELBY, and an undivided one-half of one percent (.5%) to ALAN R. SMITH, being a total of 3% of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas leases or any extensions or renewals thereof, to-wit:

D-6231 Oil and Gas Lease effective January 1, 1976, from the United States of America, as Lessor, to Geraldine Roman, as Lessee, bearing Serial No. W-53083 INSOFAR and only insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 28 North, Range 110 West, 6th PM
Section 23: SW/4SE/4
Section 26: NE/4

D-6230 Oil and Gas Lease effective January 1, 1976, from the United States of America, as Lessor, to Roger R. Egert, as Lessee, bearing Serial No. W-53082 INSOFAR and only insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 28 North, Range 110 West, 6th PM
Section 11: E/2, E/2SW/4
Section 12: N/2, SW/4
Section 14: All

D-6226 Oil and Gas Lease effective December 1, 1975, from the United States of America, as Lessor, to Frank Roman, as Lessee, bearing Serial No. W-52793 INSOFAR and only insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 28 North, Range 110 West, 6th PM
Section 21: S/2

D-6225 Oil and Gas Lease effective December 1, 1975, from the United States of America, as Lessor, to W. L. Knight, as Lessee, bearing Serial No. W-52792 INSOFAR and only insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 28 North, Range 110 West, 6th PM
Section 13: W/2
Section 25: S/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 21st day of July, 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 21st day of July, 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

[redacted] [redacted] [redacted]

[redacted] ASSIGNMENT OF OVERRIDING [redacted]
(United States Oi[redacted] Gas Lease)

FOR VALUE RECEIVED, the undersigned, JOAN CHORNEY,
whose address is 401 Lincoln Tower Bldg., 1860 Lincoln St., Denver, Colorado 80203,
does hereby assign, transfer, convey, and set over to The Wyo. National Bank of Casper,
whose address is P. O. Box 2799, Casper, Wyoming 82601 TRUSTEE,
an overriding royalty consisting of Two percent of 8/8ths (2%) SEE EXPLAINATION BELOW
percent of all of the oil, gas and other hydrocarbon substances produced, saved and marketed from the lands hereinafter described under the terms of the oil and gas lease hereinafter specified and all extensions and renewals thereof. The oil and gas lease is identified as United States of America Serial Number W-16378 dated the 1st day of January, 1969. The lands covered thereby as they are included in and affected by this assignment, are described as follows:

Sublette County, State of Wyoming

Township 27 North, Range 114 West, 6th P.M.

Section 17: Lots 3,6,10,11,14,15
Section 20: Lots 2,3,4,7,8,9,10,11,13,14, 17,18,19,20,12
Section 21: N½SW¼
Section 27: SW¼
Section 29: Lots 4,8
Section 32: NE¼, N½SE¼, SE¼SE¼
Section 33: All
Containing 2077.19 acres

The overriding royalty conveyed shall be held on the basis of an undivided one-half interest to that certain trust of which said assignee is trustee designated as the "Jane Elizabeth Chorney Trust" dated January 12, 1962, and the other undivided one-half interest therein to that certain trust of which said assignee is trustee designated as the "Jacqueline Eve Chorney Trust No. 1" dated January 4, 1963.

This assignment is made without warranties of title express or implied and 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 25th day of November, 1974.

155046

RECORDED August 6, 1976 9:00 A M
IN BOOK 53 Oil & Gas Lse PAGE 75
FEES $3.50 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Assignor JOAN CHORNEY

STATE OF COLORADO)
CITY &)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by JOAN CHORNEY this 25th day of November, 1974.

Witness my hand and official seal.

My commission expires:
July 15, 1978

Notary Public

LEASE AMENDMENT AND RATIFICATION

THIS LEASE AMENDMENT AND RATIFICATION, executed this 26th day of July, 1976, by Cornelia Baum Burke (also known as Cornelia Burke), a widow, of 3801 Jones Street, Omaha, Nebraska 68105 (hereinafter called "Lessor"), and Inter-American Petroleum Corporation, a Colorado corporation, of 609 East Speer Boulevard, Denver, Colorado 80203 and Thomas A. Chorney, of 432 Metro Bank Building, 475 Seventeenth Street, Denver, Colorado 80202 (hereinafter called "Lessee"):

W I T N E S S E T H:

WHEREAS, Lessor executed an oil and gas lease (hereinafter called the "Lease"), dated June 25, 1976, in favor of Lessee, covering the following described lands in Sublette County, Wyoming:

Township 31 North, Range 110 West, 6th P. M.
Section 17: $NE\frac{1}{4}NE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$
Containing 160.00 acres, more or less

and

WHEREAS, Lessor and Lessee desire to amend the lease to change the description of the lands in the said lease.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) paid by Lessee to Lessor, the receipt and sufficiency of which is hereby acknowledged by Lessor, Lessor and Lessee hereby agree to amend and do hereby amend the lease as follows:

1. The following lands are hereby deleted from said lease:

Township 31 North, Range 110 West
Section 17: $NE\frac{1}{4}SW\frac{1}{4}$

2. The following lands are added to the said lease:

Township 31 North, Range 110 West
Section 17: $NW\frac{1}{4}SW\frac{1}{4}$

and for the same consideration Lessor does hereby ratify, approve, confirm and adopt the Lease as herein amended, and does hereby lease, let and demise said land unto Lessee subject to and under all the terms and provisions of the Lease as herein amended, and does hereby agree, affirm and declare that the Lease as herein amended is now in full force and effect and that all the terms and provisions thereof have been complied with to date so as to keep the same in full force and effect.

155061

RECORDED August 9 19 76 9:00 A M
IN BOOK 53 Oil & Gas Lse PAGE 77
FEES $ 4.75 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton 77

6W-1006

73

The Lease as amended shall inure to the benefit of and shall be binding upon the respective heirs, successors and assigns of the parties hereto.

EXECUTED as of the day first above written.

Cornelia Baum Burke
Cornelia Baum Burke
(Also known as Cornelia Burke)

ATTEST:

Debra A. Manos
Assistant Secretary

INTER-AMERICAN PETROLEUM CORPORATION

BY: Joseph R. Mazzola
Joseph R. Mazzola, Vice-President

Thomas A. Chorney
Thomas A. Chorney

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 4 day of July, 1976, by Cornelia Baum Burke.

WITNESS my hand and official seal.

My Commission Expires: 3/24/75

GENERAL NOTARY - State of...
FLORENCE B. CONWAY
My Comm. Exp. Mar. 24, 1975

Florence B. Conway
Notary Public

STATE OF COLORADO)
CITY &) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 30th day of July, 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: My Commission expires June 21, 1980

(Seal)

Rosemary A. Mazzei
Notary Public

STATE OF COLORADO)
CITY &) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 30th day of July, 1976, by Thomas A. Chorney.

WITNESS my hand and official seal.

My Commission Expires: April 30 1979

(Seal)

[redacted] Judith A Bell [redacted]

Producers K 88

OIL AND GAS LEASE

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

AGREEMENT, Made and entered into this 30th day of JUNE, 19 76
by and between Michael Warren, P.O. Box 121, Cumberland Gap, Tennessee 37724,
and Bonnie Prentice, formerly Bonnie Ekens, c/o Mrs. Beryl Ekens 1823 S. Boxelder St.,
Casper, Wyoming 32601, hereinafter called lessor (whether one or more) and
(SEE ATTACHED), hereinafter called lessee.

INTER-AMERICAN PETROLEUM CORPORATION -- UNDIVIDED 50% INTEREST
609 East Speer Boulevard
Denver, Colorado 80203

THOMAS A. CHORNEY -- UNDIVIDED 50% INTEREST
432 Metro Bank Building
475 - 17th Street
Denver, Colorado 80202

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:

T 31 N - R 111 W

Sec. 25: NE¼SW¼, S½SW¼, SW¼SE¼

and containing 160.0 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 30th day of June, 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 of Pinedale 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 One hundred sixty and no/100 - DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. and it is agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired.

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.

6W-1011

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.

Michael C. Warren (SEAL)

MICHAEL WARREN (SEAL)

Bonnie Prentice (SEAL)

BONNIE PRENTICE, formerly Bonnie Ekens (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Texas
COUNTY OF Claiborne } 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 14th day of July, 19 76, personally appeared Michael Warren and ..... to me known to be the identical person ..... described in and who executed the within and foregoing instrument of writing and acknowledged to me that he 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 5-8-80 Carmeleta O. Snyder
(Seal) Notary Public

STATE OF Arizona
COUNTY OF Pima } 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 20th day of July, 19 76, personally appeared Bonnie Prentice, formerly Bonnie Ekens 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 My Commission Expires September 27, 1979 Robert Jane Smith
(Seal) 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 .....

155062

This instrument was filed for record on the 9th day of August 1976, at 9:00 o'clock A. M., and duly recorded in Volume 530 of Lse Page 79 of the records of this office.

By Lois G. Yake by Marilyn Burton Deputy

Fee $6.50

When recorded return to

.....

.....

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN
UNITED STATES OIL AND GAS LEASE W-41394
DISTRICT LAND OFFICE, CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, That C. L. SHOGRIN, 1055 Logan, #901, Denver, Colorado 80203, Assignor, for the sum of Ten Dollars ($10) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PERCENT
F. L. Shogrin	Box 5752 Denver, Co. 80217	1% of 8/8ths
Claire Darr	Route 1 Wamego, Ks. 66547	1/2 of 1% of 8/8ths

155080

RECORDED August 10 1976 9:00 A M
IN BOOK 53 O & G PAGE 83
FEES $3.25 Lisa J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

being in all a total of an undivided one and one-half per cent of eight-eighths overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil lease and any extension or renewal thereof, to wit:

T. 38 N., R. 114 W., 6th P.M.:

Section 1: E/2

containing 320.00 acres, more or less.

WITNESS my hand this 30th day of June, 1976.

C. L. Shogrin

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 30th day of June, 1976, personally appeared before me C. L. SHOGRIN, the signer of the above instrument, who duly acknowledged to me that s he executed the same.

WITNESS my hand and official seal.
My commission expires June 25, 1980.

Notary Public

TATLOCK'S

Mid-Continent Association Form
Form No. 151 B

34

(This Space Reserved for Filing Stamp)

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

C & K Petroleum, Inc.
1600 Broadway Suite 1700, Denver, Colo. 80202

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

Dick V. Welch
10633 Sperry St., Denver, Colo. 80234

(hereinafter called Assignee) all of its right title and interest in and to the oil and gas lease S dated October 28, 19 74, from Priscilla M. Bower, formerly Priscilla Miller (lease recorded Book 51, Page 260); Priscilla M. Bower guardianship of Kathleen Anne Miller, Patricia Mildred Miller, Matthew Daniel Miller (lease recorded Bk.51, Page 263); ~~Robert Mickelson Miller, Jr., also Known as Robert M. Miller,Jr.~~ (lease recorded in Book 51, Page 265), lessor, to Stewart M. McKinley, lessee, recorded in book ____, page ____ insofar as said lease covers the following described land in Sublette County, State of Wyoming:

Township 29 North, Range 112 West, 6th P.M.
Section 5: S½SE¼, NE¼SE¼
Section 4: W½SW¼
Section 8: E½
Section 9: SW¼NW¼, NW¼SW¼
Containing 600.0 acres, more or less

155081

RECORDED August 10 19 76 9:00A M
IN BOOK 53 Oil & Lse PAGE 84
FEES $3.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Renton

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

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

EXECUTED, This 5th day of August, 19 76

George Farmar, Assistant Secretary

C. & K Petroleum, Inc.

By
W. C. Tillett, Vice President

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

Before me, the undersigned, a Notary Public, within and for said County and State, on this ____ day of ____, 19____, personally appeared ____ and ____

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

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

My commission expires ____

Notary Public

STATE OF Colorado }
COUNTY OF Denver } ss. CORPORATION ACKNOWLEDGMENT

On this 5th day of August 19 76, before me the undersigned, a Notary Public in and for said county, personally came W. C. Tillett, Vice-President of the C. & K. Petroleum, Inc. to me personally known to be the Vice President and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said C & K Petroleum, Inc., and that the Corporate seal of the said C & K Petroleum, Inc. was thereto affixed by its authority.

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

My commission expires My Commission expires October 30, 1978

Donald S. Childs Notary Public

TATLOCK'S, [redacted]
majestic bldg. - AM 6-1581
Denver 2, colorado

Mid-Continent Association [redacted]
Form No. 191-B

(This Space Reserve[redacted] Stamp)

71

ASSIGNMENT OF OIL AND GAS LEASE

$3.00

RECORDED June 28, 1976 at 9:00A M.
IN BOOK 127PR PAGE 71 Recording Clerk
NO. 480554

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, VOYAGER PETROLEUMS, INC.
900 Guaranty Bank Building
Denver, Colorado 80202

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 PACIFIC TRANSMISSION SUPPLY COMPANY
245 Market Street
San Francisco, California 94105
(hereinafter called Assignee) all of its right, title and interest in and to the oil and gas lease dated June 3, 19 72, from Robert G. Lozier and Alice M. Lozier, husband and wife, Boulder, Wyoming, lessor S to Continental Oil Company, a Delaware corporation, lessee, recorded in book 48, page 345 insofar as said lease covers the following described land in Sublette County, State of Wyoming:

Township 36 North, Range 110 West, 6th P.M.
Section 28: W/2 W/2
Section 29: E/2, E/2 NW/4, S/2 SW/4

155105

RECORDED August 11 19 76 11:00A M
IN BOOK 53 Oil & Gas Lse PAGE 85
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Beatty

INDEXED
ABSTRACTED
PHOTOSTATIC RECORDED

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 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 2ND day of JUNE, 19 76.

ATTEST:
BY: [signature]
Secretary

VOYAGER PETROLEUMS, INC.
BY: [signature]
Vice-President

ACKNOWLEDGMENT—MAN AND WIFE

STATE OF ____ } ss.
County of ____ }

ACKNOWLEDGMENT FOR MAN AND WIFE (Wyoming and Colorado)

On this ____ day of ____, 19____, before me personally appeared ____ to me known to be the person____ described in and who executed the foregoing instrument and acknowledged that ____ executed the same as ____ free act and deed, including the release and waiver of the righet of homestead; the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

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

My Commission Expires ____
Notary Public.

PROVINCE OF ALBERTA
~~STATE OF~~ ____ }
CITY OF CALGARY } ss.
~~COUNTY OF~~ ____ }

CORPORATION ACKNOWLEDGMENT

On this 2nd day of JUNE 1976, before me the undersigned, a Notary Public in and for said ~~County~~ province, personally came GEORGE H. PLEWES, Vice-President of the VOYAGER PETROLEUMS, INC. to me personally known to be the President and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said VOYAGER PETROLEUMS, INC., and that the Corporate seal of the said VOYAGER PETROLEUMS, INC. was thereto affixed by its authority.

Witness my hand and Notarial Seal at Calgary in said ~~County~~ province the day and year last above written.

My commission expires DEC 31/76

Notary Public

85

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: Theodore A. Buder
Street: 23 Cherry Lane Drive
City: Englewood
State: Colorado
Zip Code: 80110

W 45870
(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. 36 N., R. 114 W., 6th Prin. Mer.
Sec. 7: E½, E½W½
Sec. 17: W½
Sec. 18: Lots 2, 3, 4, E½, E½W½

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

Containing a total of 1386.24 acres	Annual Rental . . . . . $ 693.50

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

Effective date of lease: JUL 1 1974

THE UNITED STATES OF AMERICA

By [signature]
(Signature of Signing Officer)
Chief, Oil & Gas Section
(Title)

June 17, 1974
(Date)

155106

RECORDED August 11, 19 76 11:00 H M
IN BOOK 53 Oil & Gas Lse PAGE 86
FEES $ 4.50 Leig-Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

[redacted] [redacted] [redacted] GRANT

LEASE TERMS

Sec. 1. *Rights of lessee.*—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) *Bonds.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) *Cooperative or unit plan.*—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) *Wells.*—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties in amounts or value of production removed or sold from the the leased lands as follows:

Rentals.—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:
  (i) For each lease year a rental of 50 cents per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:
  (i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.
  (ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than $1 per acre, and the prescribed minimum royalty of $1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b)(ii) above.

Royalty on production.—(1) To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Contracts for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat of development work and improvements on the leased lands; report with respect to stockholders, investments, depreciation and costs.

(h) *Well records.*—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(i) *Inspection.*—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(j) *Diligence, prevention of waste, health and safety of workmen.*—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was based before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost: *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) *Taxes and wages; freedom of purchase.*—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) *Equal Opportunity clause.*—During the performance of this contract the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Assignment of oil and gas lease or interest therein.*—As required by applicable law, to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(n) *Pipelines to purchase or convey at reasonable rates and without discrimination.*—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U.S.C. sec. 351).

(o) *Lands patented with oil and gas deposits reserved to the United States.*—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) *Reserved or segregated lands.*—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) *Protection of surface, natural resources, and improvements.* The lessee agrees to take such reasonable steps as may be needed to prevent operations on the leased lands from unnecessarily: (1) causing or contributing to soil erosion or damaging crops, increasing forage, and timber growth thereon or on Federal or non-Federal lands in the vicinity; (2) polluting air and water; (3) damaging improvements owned by the United States or other parties; or (4) destroying, damaging or removing fossils, historic or prehistoric ruins, or artifacts and upon any partial or total relinquishment or the cancellation or expiration of this lease, or at any other time prior thereto when required by the lessor to the extent deemed necessary by the lessor to fill any pits, ditches and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the leased land and access roads to their former condition, including the removal of structures as and if required. The lessor may prescribe the steps to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic value.* When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performance of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

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

(s) *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, which are 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 gas then shall be returned to the lessee, with no substantial delay in the delivery of the gas produced from the well to the owner or purchaser thereof. Save for the value of the helium extracted, the lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. The lessor reserves the right to erect, maintain, and operate any and all reduction works necessary for extraction of helium on the leased premises. The lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that the lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold, and that the lessor may take the gas from a pipeline carrier or any other gas-gathering system and extract the helium and return the gas to the owner thereof, without delay other than that caused by the extraction process; save for the value of the helium, the owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the rights of the lessor.

(e) *Taking of royalties.*—All rights pursuant to section 36 of the act to take royalties in amount or in value of production.

(f) *Casing.*—All rights pursuant to section 30 of the act to purchase casing, and lease or operate valuable water wells.

Sec. 4. *Drilling and producing restrictions.*—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

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

Sec. 6. *Purchase of materials, etc., on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period: *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. *Proceedings in case of default.*—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or shall make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of cancellation and forfeiture, or for the same cause occurring at any other time.

Sec. 8. *Heirs and successors-in-interest.*—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Secs. 431, 432, and 433, Title 18 U.S. Code, relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

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Form 3106–5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. W-45870

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

155107

RECORDED August 11 1976 11:00 A.M.
IN BOOK 53 Oil & Gas Lse PAGE 88
FEES $6.00 Lucy J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

1. R. K. Cramer
1150 Petroleum Club Bldg.
Denver, Colorado 80202

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)*

Township 36 North, Range 114 West, 6th PM
Section 7: E/2, E/2 W/2
Section 17: W/2
Section 18: Lots 2,3,4, E/2, E/2 W/2

containing 1386.24 acres, more or less
Sublette County, Wyoming

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

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

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* One-half of one percent (1/2 of 1%)

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* None

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

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

Executed this 10th day of July, 19 74

Theodore A. Buder
(Assignor's Signature)
Theodore A. Buder

23 Cherry Lane Drive
(Assignor's Address)

Englewood, Colorado 80110
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective AUG 1 1974 By [illegible]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

OCT 24 1974
(Date)

Cliff Creek - 2429

NOTE: [redacted]rm may be reproduced provided that copi[redacted]act reproductions on one sheet of both s[redacted]his official form in accordance with the provisions of 43 CFR 31[illegible]

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF COLORADO
CITY & COUNTY OF DENVER } SS.

All States (except Kentucky)

On this 10th day of July, 1974, before me, a Notary Public in and for said County and State, personally appeared Theodore A. Buder XX and

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

WITNESS my hand and official seal the day and year above written.

Notary Public

My commission expires My Commission expires Aug. 14, 1977

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 10th day of July, 1974

R. K. Cramer

(Assignee's Signature)

R. K. CRAMER
1150 PETROLEUM CLUB BLDG.
DENVER, COLORADO 80202

(Address, include zip code)

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

GENERAL INSTRUCTIONS

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

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

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

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

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

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

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

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

PART II

A. Certification of assignee

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

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

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

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

Form 3106–5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. W-45870

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

155108

Transcontinent Oil Company
First National Bank Building
Denver, Colorado 80202

1.

FILED August 11, 1976 11:00 A.M.
IN BOOK 53 Oil & Gas Lse. PAGE 91
FEES $4.00 Lois 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)* 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)*

Township 36 North, Range 114 West, 6th PM
Section 7: E/2, E/2 W/2
Section 17: W/2
Section 18: Lots 2,3,4, E/2, E/2 W/2

containing 1386.24 acres, more or less
Sublette County, Wyoming

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

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

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* Three and one-half percent (3-1/2%)

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* One-half of one percent (1/2 of 1%)

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

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

Executed this 11th day of July, 19 74

R. K. Cramer
(Assignor's Signature)

1150 Petroleum Club Bldg.
(Assignor's Address)

Denver, Colorado 80202
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective AUG 1 1974

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

OCT 24 1974
(Date)

Cliff Creek-wy-2429

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'

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FOR CLAIMANT

2190

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail at least forty-five (45) days in advance of the anniversary date specified in said lease. Should Assignor hereunder elect to receive such a re-assignment, same will be delivered by Assignee prior to the anniversary date of the lease. Any re-assignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof. The liability of Assignee's failure to comply with the above shall be limited to the consideration paid for this assignment.

FORM OF ACKNOWLEDGMENT — INDIVIDUAL AND CORPORATION
GULF T-1526

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF COLORADO
CITY & COUNTY OF DENVER } SS.

All States (except Kentucky)

On this 11th day of July, 1974, before me, a Notary Public in and for said County and State, personally appeared R. K. Cramer and

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

WITNESS my hand and official seal the day and year above written.

Notary Public

My commission expires My Commission expires Aug. 14, 1977

[redacted] PAR[redacted] [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

C-0124386
W-0345777 (Nebr.)

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

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

Executed this 12th day of July, 1974.

ATTEST:

Wendell E. Haley, Sec. Treas.

TRANSCONTINENT OIL COMPANY

(Assignee's Signature)
Charles C. Hughes, President
1050 First National Bank Bldg.
Denver, Colorado, 80202

(Address, include zip code)

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

GENERAL INSTRUCTIONS

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

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

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

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

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

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

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

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

PART II

A. *Certification of assignee*

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

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

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

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

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Form 3106–5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OCT 2 0 1974

FORM APPROVED
OMB NO. 42–R1599

Serial No. W-45870

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

RAINBOW RESOURCES, INC.
4704 Harlan Street
Denver, Colorado, 80212

155109

RECORDED August 11 1976 11:00 A M
IN BOOK 53 Misc Records PAGE 941
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

1. 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)*

TOWNSHIP 36 NORTH, RANGE 114 WEST, 6th P.M.
Section 7: E½, E½W½
Section 17: W½
Section 18: Lots 2,3,4,E½, E½W½

containing 1386.24 acres, m/l, in Sublette County, Wyoming

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

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

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* None

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* Four Percent (4%)

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

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 24th day of July, 1974.

ATTEST:

Wendell E. Haley, Sec. Treas.
(Assignor's Signature)

TRANSCONTINENT OIL COMPANY

By: Charles C. Hughes
(Assignor's Address)
Charles C. Hughes, President
1050 First National Bank Building
Littleton, Colorado, 80202
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective SEP 1 1974

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

OCT 24 1974
(Date)

2680

NOTE: [redacted]n may be reproduced provided that copie[redacted]ct reproductions on one sheet of both si[redacted]is official form
[redacted]dance with the provisions of 43 CFR 310[redacted]

8429

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 lease forty-five (45) days in advance of the anniversary date specified in said lease. Should assignor hereunder elect to receive such a re-assignment, same will be delivered by Assignee prior to the anniversary date of the lease. Any re-assignment under the terms of the paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date thereof. The liability of Assignee's failure to comply with the above sahll be limited to the consideration paid for this assignment.

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Corporate qualifications filed in W-099922

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

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

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

Executed this 31st day of July, 19 74

RAINBOW RESOURCES, INC.

(Assignee's Signature)

Charles A. Shear, Vice-President
515 Lakeside National Bank Building
Denver, Colorado, 80212

(Address, include zip code)

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 [redacted] stock and percentage of *all* stock own[redacted] aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished.

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

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

PRODUCERS 88 8H 80

KINTZELS-CASPER

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 6th. day of May, 19 76
by and between Mary Jo Yonkee and L. A. Yonkee, wife and husband; Virginia Budd, a widow
of 702 South Jefferson Sheridan, Wyoming 82801, 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: N½SW¼, SW¼SW¼, NW¼SE¼
Section 3: S½SE¼
Section 9: SE¼NE¼, N½SE¼
Section 10: NW¼NE¼, NE¼NW¼, SW¼NW¼

RECORDED August 11, 19 76 11:20 A.M.
IN BOOK 53 of D Lse PAGE 97
FEES $4.75 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Benton

155110

and containing -480- 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 May, 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~~ payable to Redle, Yonkee & Arney, Trustee, at Bank of Commerce ~~Bank~~ at Sheridan, Wyoming 82801 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 ***Fourhundredeighty 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 Mary Jo Yonkee (SEAL)
Mary Jo Yonkee

(SEAL)

X L. A. Yonkee (SEAL)
L. A. Yonkee

X Virginia Budd (SEAL)
Virginia Budd

(SEAL)

(SEAL)

STATE OF WYOMING }
COUNTY OF SHERIDAN } 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 TWENTY-SIXTH day of MAY, 1976, personally appeared MARY JO YONKEE, L. A. YONKEE and VIRGINIA BUDD, 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 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, 1980

Karen K. Case
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 .....

No. of acres .....

STATE OF }
COUNTY OF } SS.

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

County Clerk—Register of Deeds.

By .....
Deputy.

When Recorded
Return to .....

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

[redacted] [redacted] [redacted]

Form Rat.3

KINTZEL BLUE PRINT CO.,
CASPER, WYOMING

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned John B. Budd and Jane A. Budd, husband and wife Of: 4145 Riva Ridge, Fair Oaks, CA 95628, do hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 6th. day of May 19 76, between Mary Jo Yonkee and L. A. Yonkee, wife and husband; Virginia Budd, a widow Of: 702 South Jefferson, Sheridan, Wyoming 82801, as lessor s, and Northwest Exploration Company Of: One Park Central Denver, Colorado, as lessee, covering all of that certain tract of land situate in the county of Sublette, State of Wyoming, described as follows:

TOWNSHIP 36 NORTH, RANGE 114 WEST
Section 2: N½SW¼, SW¼SW¼, NW¼SE¼
Section 3: S½SE¼
Section 9: SE¼NE¼, N½SE¼
Section 10: NW¼NE¼, NE¼NW¼, SW¼NW¼

-containing 480 acres more or less-

155111

RECORDED August 11 19 76 11:00 AM
IN BOOK 53 Oil & Gas Lse PAGE 99
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

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

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

IN WITNESS WHEREOF, the undersigned have executed this instrument this 4th day of June, 1976.

X John B. Budd
John B. Budd

X Jane A. Budd
Jane A. Budd

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, 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 California }
County of Sacramento } ss.

The foregoing instrument was acknowledged before me this 14 day of June 19 76
by ~~xxxxxxxxx~~ John B. Budd and Jean A. Budd

MARIE DAVIS
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
SACRAMENTO COUNTY
My Commission Expires June 21, 1977

Witness my hand and official seal.

My Commission Expires:
June 21, 1977

.....
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 Rat. 3

KINTZEL BLUE PRINT CO.,
CASPER, WYOMING

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned Nan Turner Beck and William F. Beck, wife and husband

Of: 103 Deerwood Dr., Colonial Heights, VA 23834, do hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 6th. day of May 19 76, between Mary Jo Yonkee and L. A. Yonkee, wife and husband; Virginia Budd, a widow

Of: 702 South Jefferson, Sheridan, Wyoming 82801,

as lessors, and Northwest Exploration Company Of: One Park Central, Denver, Colorado,

as lessee, covering all of that certain tract of land situate in the county of Sublette,

State of Wyoming, described as follows:

TOWNSHIP 36 NORTH, RANGE 114 WEST-
Section 2: N½SW¼, SW¼SW¼, NW¼SE¼
Section 3: S½SE¼
Section 9: SE¼NE¼, N½SE¼
Section 10: NW¼NE¼, NE¼NW¼, SW¼NW¼

-containing 480 acres more or less-

155112

RECORDED August 11 19 76 11:00 AM
IN BOOK 53 Oil & Gas Lse PAGE 101
FEES $4.50 Lois G. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Marilyn Carter

and do hereby grant, lease and let the land described in said lease unto the above named lessee, their heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors; except that the undersigned direct the owner of said lease, above referred to, to pay all delay rentals which may accrue under the terms of said lease to Mary Jo Yonkee and L. A. Yonkee Of: Sheridan, Wyoming

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

IN WITNESS WHEREOF, the undersigned have executed this instrument this 11 day of June, 1976

X Nan Turner Beck
Nan Turner Beck

X William F Beck
William F. Beck

STATE OF }
ss
COUNTY OF }

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

ACKNOWLEDGMENT — INDIVIDUAL

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

and .....

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

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

My Commission Expires.....

.....
Notary Public.

State of Wyoming }
County of Sheridan } ss.

The foregoing instrument was acknowledged before me this 11th day of June 1976 by Mary Turner Beck and William F Beck

Witness my hand and official seal.
My Commission Expires: 1/25/79

C C Saunders
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,.....

.....erm.....

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 Rat.3

KINTZEL BLUE PRINT CO.,
CASPER, WYOMING

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned Arnold Curtis and Helen Frances Curtis, husband and wife; Linda Curtis

Of: 3233 Arrowhead Ave., San Bernardino, CA 92405, do hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 6th. day of May, 1976, between Mary Jo Yonkee and L. A. Yonkee, wife and husband; Virginia Budd, a widow

Of: 702 South Jefferson, Sheridan, Wyoming 82801,

as lessor s, and Northwest Exploration Company Of: One Park Central Denver, Colorado,

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

TOWNSHIP 36 NORTH, RANGE 114 WEST
Section 2: N½SW¼, SW¼SW¼, NW¼SE¼
Section 3: S½SE¼
Section 9: SE¼NE¼, N½SE¼
Section 10: NW¼NE¼, NE¼NW¼, SW¼NW¼

-containing 480 acres more or less-

155113

RECORDED August 11 19 76 11:00 A M
IN BOOK 53 Oil & Gas Lse PAGE 103
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Renton

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

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

IN WITNESS WHEREOF, the undersigned have executed this instrument this ___ day of ___, 19__.

X Arnold Curtis
Arnold Curtis
X Helen Frances Curtis
Helen Frances Curtis
X Linda Curtis
Linda Curtis

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) 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 26 th day of JUNE, 19 76, personally appeared LINDA CURTIS

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 10/3/75

Ruth Blank
Notary Public.

OFFICIAL SEAL
RUTH BLANK
NOTARY PUBLIC-CALIFORNIA
RIVERSIDE COUNTY
My Commission Expires Oct. 3, 1978

State of California
County of San Bernardino } ss.

The foregoing instrument was acknowledged before me this 18th day of June 19 76
by Arnold Lourtis and Helen Frances Lourtis

Witness my hand and official seal.

My Commission Expires:
Aug. 3, 1976

OFFICIAL SEAL
JOY J. CAPUTO
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SAN BERNARDINO COUNTY
My Commission Expires 8-3-76

Joy J. Caputo
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.....

(SEAL)

Notary Public.

My Commission expires.....

No.....

FROM

TO

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

No. Acres.....

.....County.....

[redacted]erm.....

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

.....
County Clerk.

By.....
Deputy.

When recorded return to

[redacted]

KINTZEL BLUE PRINT CO., CASPER, WYOMING

Form Rat. 3

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That for a valuable consideration, receipt of which is hereby acknowledged, the undersigned Edith P. Budd, a widow and Jeanne E. Budd, a single woman

Of: 1513 7th. Street, Los Banos, CA 93635, do hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 6th. day of May, 19 76, between Mary Jo Yonkee and L. A. Yonkee, wife and husband; Virginia Budd, a widow

Of: 702 South Jefferson, Sheridan, Wyoming 82801,

as lessor s, and Northwest Exploration Company Of: One Park Central, Denver, Colorado,

as lessee, covering all of that certain tract of land situate in the county of Sublette;

State of Wyoming, described as follows:

TOWNSHIP 36 NORTH, RANGE 114 WEST
Section 2: N½SW¼, SW¼SW¼, NW¼SE¼
Section 3: S½SE¼
Section 9: SE¼NE¼, N½SE¼
Section 10: NW¼NE¼, NE¼NW¼, SW¼NW¼

-containing 480 acres more or less-

155114

RECORDED August 11 19 76 11:00 AM
IN BOOK 53 Oil & Gas Lse PAGE 105
FEES $ 4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

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

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

IN WITNESS WHEREOF, the undersigned have executed this instrument this 14th day of June, 1976.

X Edith P Budd
Edith P. Budd

X Jeanne E. Budd
Jeanne E. Budd

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 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 California
County of Sacramento } ss.

MARIE DAVIS
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
SACRAMENTO COUNTY
My Commission Expires June 21, 1977

The foregoing instrument was acknowledged before me this 14 day of June 19 76
by ~~Marie Davis~~ Edith P. Budd and Jeanne Budd

Witness my hand and official seal.
My Commission Expires:
June 21, 1977

Notary Public

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

ACKNOWLEDGMENT (For use by Corporation)

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

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

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

(SEAL) ..... Notary Public.

My Commission expires.....

No.....

FROM

.....

TO

.....

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

No. Acres.....

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

m.....

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

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

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

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

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

.....
County Clerk.

By.....
Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

TATLOCK'S

FORM TA-21-2 REV. 3-15-54

3W-956 6

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated March 15, 1976, from Mary H. Pape, Individually and as Executrix of the Estate of Lester Pape, as Lessors, to Inter-American Petroleum Corporation & Thomas A. Chorney, as Lessee, recorded in Book 52 O&G, Page 570, of the Records of Sublette County, Wyoming, is owned by Inter-American Petroleum Corporation and Thomas A. Chorney

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 34 North, Range 111 West
Section 4: Lots 1,2,3, $S\frac{1}{2}N\frac{1}{2}$, $SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$
Section 5: $SE\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$
Section 9: $N\frac{1}{2}N\frac{1}{2}$
Township 35 North, Range 111 West
Section 33: $E\frac{1}{2}$

155137

RECORDED August 13, 1976 9:00 A.M.
IN BOOK 53 Oil & Gas Lse PAGE 107
FEES $5.25 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 Mary H. Pape, Norman F. Pape, Karmen E. Marincic, Nadine F. Babcock and Miriam L. Davison

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 Inter-American and Thomas A. Chorney subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Mary H. Pape	P. O. Box 44 Daniel, Wyoming 83115	$ 638.09
Norman F. Pape	P. O. Box 44 Daniel, Wyoming 83115	$ 119.52
Karmen E. Marincic	Daniel, Wyoming 83115	$ 119.52
Nadine F. Babcock	4043 South Solar Circle Salt Lake City, Utah 84117	$ 119.52
Miriam L. Davison	Pinedale, Wyoming 82941	$ 119.52
		$1116.17 total

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

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

WITNESS our hands and seals this 9th day of April, 1976.

Mary H. Pape (SEAL)
Mary H. Pape

Karmen E. Marincic (SEAL)
Karmen E. Marincic

Nadine F. Babcock (SEAL)
Nadine F. Babcock

Norman F. Pape (SEAL)
Norman F. Pape

Miriam L. Davison (SEAL)
Miriam L. Davison

STATE OF WYOMING }
COUNTY OF SUBLETTE } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ✓ day of April 20th, 1976, personally appeared Mary H. Pape, Norman F. Pape, Karmen E. Marincic

and Miriam L. Davison

, 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.

Donald F. Fegeler - Notary Public
COUNTY OF SUBLETTE STATE OF WYOMING
My commission expires Dec. 13, 1978

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

My Commission Expires ✓ (SEAL)

Donald F. Fegeler ✓
Notary Public.

STATE OF UTAH }
COUNTY OF SALT LAKE } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ✓ 30th day of April, 1976, personally appeared Nadine F. Babcock

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 ✓ 3-8-78 ✓ (SEAL)

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

W-69,02[redacted]

No. 948A. RELEASE AND SURRENDER OF OIL AND GAS LEA[redacted]
—Bradford Publishing Co., 1824-46 Stout Street, Denver, Colorado

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, Jack J. Grynberg, 1050 - 17th Street, Suite 1950, Denver, Colorado 80202, Assignee in an Assignment dated November 7, 1972, recorded in Book 48 Page 539 from Atlantic Richfield Company (Richfield Oil Corporation) Assignor and lessee in a certain oil and gas mining lease executed by Max F. Boroff and Marion Boroff, husband & wife lessor, and the ~~undersigned~~ lessee, dated September 22, 19 64, which lease was duly recorded in the office of the County Clerk and Recorder in the county of Sublette, state of Wyoming, upon the 17th day of December, 19 64, in Book 39, at page 30, does by these presents cancel, release, relinquish and surrender unto the said Max F. Boroff and Marion Boroff, husband & wife all right, title, interest, claim and demand of the said undersigned Jack J. Grynberg in and to the said lease insofar as it covers the following described premises in the county of Sublette state of Wyoming, to-wit:

T 34 N - R 111 W
Sec. 8: E½SE¼, SW¼SE¼
Sec. 9: S½, SE¼NE¼
Sec. 10: S½SW¼
Sec. 15: NW¼NW¼
Sec. 17: NE¼, E½NW¼

Containing 840.00 acres, more or less

155138

RECORDED August 13, 19 76 9:00 A M
IN BOOK 53 Oil & Gas Leases PAGE 109
FEES $3.00 Lois D. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

WITNESS the hand and seal of the said lessee upon this 18th day of May, 19 76

Jack J. Grynberg [SEAL]

STATE OF COLORADO }
County of DENVER } ss.

The foregoing instrument was acknowledged before me this 18th day of May, 19 76, by Jack J. Grynberg

WITNESS my hand and official seal.

My commission expires March 25, 1980

Notary Public.

STATE OF ..... }
County of ..... } ss.

ACKNOWLEDGMENT, Applicable where lands are in Oklahoma, Kansas, Nebraska, South Dakota, Arizona and New Mexico.

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

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

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My commission expires..... .....Notary Public

3W-955

ASSIGNMENT OF OIL AND GAS LEASES

INTER-AMERICAN PETROLEUM CORPORATION, a Colorado corporation, of 609 East Speer Boulevard, Denver, Colorado 80203, hereinafter called "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, paid to Assignor by THOMAS A. CHORNEY of 432 Metro Bank Building, 475 - 17th Street, Denver, Colorado 80202 (Chorney), the receipt of which is hereby acknowledged, does hereby grant, sell, transfer and assign to CHORNEY, without warranty of title either express or implied, all of Assignor's right, title and interest in, to and under the oil and gas leases (said leases) described on Exhibit A attached to this Assignment and made part hereof. SEE REASSIGNMENT RIDER ON EXHIBIT "A".

Assignor reserves on overriding royalty of two and one-half percent of eight-eighths (2.5%) of all oil, gas and other hydrocarbons produced, saved and marketed from the said leases. 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 for said leases. If any oil and gas lease on said Exhibit "A" covers less than the full fee simple estate in the oil, gas and other hydrocarbons under any tract or tracts of the leases assigned hereby, the overriding royalty herein reserved by Assignor, with respect to that tract or tracts, shall be proportionately reduced.

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

155139

RECORDED August 13, 19 76 9:10 A M
IN BOOK 53 Oil & Gas Lease PAGE 110
FEES $5.50 Lois J. Yake COUNTY CLERK
SWEETWATER COUNTY, GREEN RIVER, WYOMING
by Marilyn Benton

EXECUTED THIS 21st DAY OF MAY, 1976.

ATTEST:

Debra A. Manoa
Assistant Secretary

INTER-AMERICAN PETROLEUM CORPORATION

BY: Joseph R. Mazzola
Joseph R. Mazzola
Vice-President

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

The foregoing instrument was acknowledged before me this 21st day of May, 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

My Commission Expires: [redacted]

Barbara [redacted]
Notary Public

EXHIBIT "A"

To Assignment of Oil and Gas Leases to Thomas A. Chorney dated May 21, 1976.

Oil and Gas Lease dated March 12, 1976 from Max Boroff and Marion Boroff, husband and wife, to Assignor recorded in Book 52 O&G, Page 568 of the records of Sublette County, Wyoming covering the following lands in said county and state to wit:

Township 34 North, Range 111 West
Section 8: $NE\frac{1}{4}SE\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$
Section 9: $SE\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}$
Section 10: $S\frac{1}{2}SW\frac{1}{4}$
Section 15: $NW\frac{1}{4}NW\frac{1}{4}$
Section 17: $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$

Oil and Gas Lease dated March 15, 1976 from Mary H. Pape, Individually and as Executrix of the Estate of Lester Pape, to Assignor recorded in Book 52 O&G, Page 570 of the records of Sublette County, Wyoming covering the following lands in said county and state to wit:

Township 34 North, Range 111 West
Section 4: Lots 1, 2, 3, $S\frac{1}{2}N\frac{1}{2}$, $SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$
Section 5: $SE\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$
Section 9: $N\frac{1}{2}N\frac{1}{2}$

Township 35 North, Range 111 West
Section 33: $E\frac{1}{2}$

Oil and Gas Lease dated March 15, 1976 from Lester Pape and Son Ranches, Inc. to Assignor recorded in Book 52 O&G, Page 572 of the records of Sublette County, Wyoming covering the following lands in said county and state to wit:

Township 34 North, Range 111 West
Section 4: Lot 4
Section 5: Lots 1, 2, 3, 4, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$

Township 35 North, Range 111 West
Section 32: $SE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$
Section 33: $W\frac{1}{2}SW\frac{1}{4}$

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 fifteen (15) 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 within ten (10) days from the date the election is made and in any event prior to the anniversary date of the lease. It is agreed and understood that the Assignee is only obligated to use his best efforts to comply with this provision and in no event shall Assignee incur any liability to Assignor if Assignee fails to comply with any part of this provision after having used its best efforts as provided above. Any such reassignment shall be free and clear of any liens or encumbrances created by, through or under Assignee.

4U-6967 A

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, THOMAS A. CHORNEY, 432 Metrobank Building, 475 17th Street, 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, receipt of which is hereby acknowledged, does hereby sell, transfer, assign and deliver unto TEXACO, INC., P. O. Box 2100, Denver, Colorado 80201, hereinafter referred to as "ASSIGNEE", all its right, title and interest of ASSIGNOR in and to those certain oil and gas leases described in Exhibit "A" attached hereto and made a part hereof, all being located in Sublette County, Wyoming.

Reserving to the ASSIGNOR, a previously reserved 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 leases hereby assigned. This overriding royalty and all other terms and conditions of this assignment shall apply to any and all extensions, renewal and substitute leases obtained by ASSIGNEE, his successors or assigns on the land described herein. If said oil and gas leases cover less than the full fee simple estate in the oil, gas and hydrocarbons under any tract or tracts of the land assigned, with respect to that tract or tracts, shall be proportionately reduced.

Subject to the provisions and conditions of this paragraph, ASSIGNEE shall have the right to relinquish and surrender any and all of said leases hereby assigned either in whole or in part, at any time or from time to time, or to allow it to terminate for non-payment of rental, and thereby be relieved of all obligations as to the interest relinquished, surrendered or terminated; provided, however, that not less than sixty (60) days prior to the next ensuing rental date ASSIGNEE shall notify ASSIGNOR in writing by regular mail at the address shown above of its intention, and upon written request of ASSIGNOR received by ASSIGNEE within twenty (20) days after ASSIGNEE'S mailing of such notice, ASSIGNEE shall reassign to ASSIGNOR the interest which ASSIGNEE desires to relinquish, surrender or terminate. However, ASSIGNEE shall not be liable in damages or otherwise for failure to give such notice due to clerical error, mistake or oversight. ASSIGNOR shall save and protect ASSIGNEE and hold ASSIGNEE harmless from all rentals and/or other lease obligations accruing after the mailing of such notice, and shall within ten (10) days after receipt of such reassignment file the same for recording in the county records.

Provided, however, subject to the above, nothing herein contained shall be construed as limiting or impairing the rights of either party hereunder to assign any or all of said leases or any part thereof and the rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to their heirs, successors and assigns. In the event of any such assignment in whole or in part, ASSIGNOR shall look solely to the owner of any or all or any part of said leases or any part thereof for liability for breach of any obligation by said owner hereunder.

ASSIGNEE accepts this assignment subject to the reassignment obligations contained in any previous assignments and agrees to indemnify ASSIGNOR and hold him harmless from any liability or claims arising out of ASSIGNEE'S failure to comply with the provisions of said assignments.

TO HAVE AND TO HOLD TO said TEXACO, INC. the undivided interest as herein conveyed in the leases described in Exhibit "A", subject to the terms and conditions of said leases, but all without warranty of any kind, either express or implied. This instrument shall be binding upon ASSIGNOR and ASSIGNEE herein, their heirs, successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 7th day of June, 1976.

155140

RECORDED August 13, 1976 2:00 P.M
IN BOOK 53 Oil & Gas Leases E 112
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Clinton

Thomas A. Chorney
THOMAS A. CHORNEY

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Before me, the undersigned, a Notary Public, in and for said County and State, on the 7th day of June, 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.

Judith A. Ballew
Notary Public

My commission expires April 30, 1977

EXHIBIT "A"

ASSIGNMENT OF OIL AND GAS LEASES, dated June 7, 1976 from THOMAS A. CHORNEY to TEXACO, INC.

PAGE ONE OF ONE

STATE OF WYOMING

COUNTY OF SUBLETTE

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	ACRES	RECORDED BOOK	RECORDED PAGE
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 O&G	568
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 O&G	570
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 O&G	572

114

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-45860

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That R. K. Cramer
1140 Petroleum Club Bldg.
Denver, Colorado 80202
, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Nancy M. Todd	c/o 912 Denver Center Building 1776 Lincoln Street Denver, Colorado 80203	1.17%
Robert D. Poulson	1000 Denver Center Building 1776 Lincoln Street Denver, Colorado 80203	0.68%
William G. Odell	1000 Denver Center Building 1776 Lincoln Street Denver, Colorado 80203	0.15%

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

Township 37 North, Range 113 West, 6th P.M.
Sec. 25: SW/4NE/4, NW/4SW/4, SE/4SW/4, NW/4SE/4
Sec. 26: NW/4SE/4
Sec. 34: S/2NE/4, SE/4NW/4, NE/4SW/4, SE/4
Sec. 35: SW/4NW/4, W/2SW/4, NE/4NE/4
Sec. 36: NW/4NW/4

155170

RECORDED August 16 19 76 9:00 A M
IN BOOK 53 O & G PAGE 115
FEES $ 5.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Containing 720 acres, more or less.

WITNESS our hands this 9th day of August, 19 76

Witnesses:

R. K. Cramer

STATE OF COLORADO
COUNTY OF Denver
} ss.

On the 9th day of August, 19 76, before me personally appeared R. K. Cramer the signor of the above instrument, who duly acknowledged to me that he executed the same.

Virginia M. Minor
Notary Public

My commission expires: March 17, 1980

Residing in Thornton, Colorado

115

OIL & GAS FORM NO. 8
PETROLEUM INVESTMENT COMPANY

116

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness:		Assignee:
Mary Ruth Lappin	as to	[signature]
Nancy Nares	as to	[signature]
Janice Cauble	as to	William D. Odell
	as to	
	as to	
	as to	
	as to	
	as to	
	as to	
	as to	

Producers K 88

OIL AND GAS LEASE

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

AGREEMENT, Made and entered into this 19th day of March, 19 76

by and between Clara Axtell, a widow
1001 Arapahoe, Thermopolis, Wyoming 82443

, hereinafter called lessor (whether one or more) and
Ralph E. Fair, Inc., 715 Alamo National Bldg., San Antonio, Texas 78205, 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 31 North, Range 108 West, 6th P.M.
Section 23: $SE\frac{1}{4}SE\frac{1}{4}$
Section 24: $SW\frac{1}{4}SW\frac{1}{4}$
Section 25: $N\frac{1}{2}NW\frac{1}{4}$

and containing 160.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten (10) years from March 19, 1976 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 19th 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 Thermopolis, Wyoming 82443 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of One Hundred Sixty and no/100 - DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 40 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 40 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when compiled with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

Lessor hereby releases and relinquishes any right of homestead, dower or courtesy they or either of them may have in or to the leased land.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Clara Axtell (SEAL)

CLARA AXTELL (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF WYOMING
COUNTY OF HOT SPRINGS } 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 20th day of March, 19 76, personally appeared Clara Axtell 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 May 31, 1976 Harold R. Schrader
Notary Public

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

Arizona, Colorado, Idaho, Kansas, Montana Nebraska, Nevada, New Mexico, North Dakota. South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

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

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

My Commission Expires .....
Notary Public

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

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

.....
Notary Public.

My Commission expires .....

155171

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

RECORDED August 16 1976 9:05 A M
IN BOOK 53 O & G PAGE 117
FEES $ 4.50 Lucile Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

When recorded return to

.....

Producers K 88

OIL AND GAS LEASE

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

AGREEMENT, Made and entered into this 19th day of March, 19 76
by and between Paul W. Axtell and Albert E. Hoffman, Trustees of the C. W. Axtell Trust,
Thermopolis, Wyoming 82443

, hereinafter called lessor (whether one or more) and
Ralph E. Fair, Inc., 715 Alamo National Bldg., San Antonio, Texas, 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 31 North, Range 108 West, 6th P.M.
Section 23: $SE\frac{1}{4}SE\frac{1}{4}$
Section 24: $SW\frac{1}{4}SW\frac{1}{4}$
Section 25: $N\frac{1}{2}NW\frac{1}{4}$

and containing 160.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten (10) years from March 19, 1976 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 19th 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 Thermopolis, Wyoming 82443
or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of One Hundred Sixty and no/100 - - - - - - - -($160.00) - - - - - - - - - - - - - - - - - DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 40 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 40 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance 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.

Albert E Hoffman (SEAL)
ALBERT E. HOFFMAN, Trustee (SEAL)
(SEAL)
(SEAL)

Paul W. Axtell (SEAL)
PAUL W. AXTELL, Trustee (SEAL)
(SEAL)
(SEAL)

STATE OF Wyoming } SS.
COUNTY OF Hot Springs }

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 20th day of March, 19 76, personally appeared Paul W. Axtell and Albert E. Hoffman, Trustees and ....., to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires May 31, 1976 Harold A Schnacker
Notary Public

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

Arizona, Colorado, Idaho, Kansas, Montana Nebraska, Nevada, New Mexico, North Dakota, South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

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

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

My Commission Expires .....
Notary Public

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

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

.....
Notary Public.

My Commission expires .....

155172

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

RECORDED August 16 1976 9:00 A M
IN BOOK 53 O & G PAGE 119
FEES $4.75 Lisa J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

When recorded return to

.....

D 190

OIL AND GAS LEASE

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

AGREEMENT, Made and entered into this 22nd day of March, 19 76

by and between The First National Bank of Denver Trustee Under Agreement of Ora E. Shelburne

Party of the first part, hereinafter called lessor (whether one or more) and Ralph E. Fair, Inc., 715 Alamo Natl. Bldg., San Antonio, TX Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and more DOLLARS cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of 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 31 North, Range 108 West, 6th P.M.
Section 23: $SE\frac{1}{4}SE\frac{1}{4}$
Section 24: $SW\frac{1}{4}SW\frac{1}{4}$
Section 25: $N\frac{1}{2}NW\frac{1}{4}$

Five ~~ten (10)~~ and containing 160.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~ten (10)~~ 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 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 Box 5825, Denver, Colorado 80217 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of One Hundred Sixty and no/100 - - - - - -($160.00) - - - - - - - - - - - - - - - - - - DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired.

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

RIDER

The First National Bank of Denver executes this Oil and Gas Lease solely in its capacity as Trustee U/A of Ora E. Shelburne and not in its individual corporate capacity, makes no warranties of title either express or implied, and any liability asserted against said Bank because of its execution of this instrument shall be satisified solely from assets held by it as such Trustee.

Compli[redacted] any now or hereafter existing act, bill or statu[redacted]ting to be enacted by any Federal or State l[redacted]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 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.

Executed with Rider Attached

IN WITNESS WHEREOF, We sign the day and year first above written.

_____ (SEAL)

_____ (SEAL)

ATTEST: _____ (SEAL)

_____ (SEAL)

BY: _____ (SEAL)

Assistant Cashier

FIRST NATIONAL BANK OF DENVER, Trustee (SEAL)
Under Agreement of Ora E. Shelburne (SEAL)
BY: _____ (SEAL)
Title: _____ (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 _____, 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

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 _____

No. of acres _____

STATE OF _____ } SS.
COUNTY OF _____ }

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

_____
County Clerk—Register of Deeds.

By _____
Deputy.

When Recorded
Return to _____

15573

STATE OF COLORADO
CITY & COUNTY OF DENVER } SS.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this 17th day of June 1976, XXXX, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is Vice President of First National Bank of Denver, 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 Assistant Cashier 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
My Commission Expires April 18, 1980

_____
Notary Public

D 190

D 190

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO
134 N. CENTER
CASPER, WYOMING

AGREEMENT, Made and entered into this 27th day of February, 19 76

by and between Fay C. Barger and Anne E. Barger, husband and wife,
Pinedale, Wyoming 82941

Party of the first part, hereinafter called lessor (whether one or more) and

Ralph E. Fair, Inc., San Antonio, Texas Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and more DOLLARS cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of 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: (SEE ATTACHED RIDER FOR LAND DESCRIPTION)

FCB A.E.B.

and containing 3,253.96 acres, more or less.

It is agreed that this lease shall remain in force for a term of ~~ten (10)~~ 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 27th day of February, 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

Bank at

or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Three Thousand Two Hundred Fifty-three and 96/100 - - - - - - - - - - - - - - - - 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 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 ~~xxxxxxxxxxxx~~ 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.

[redacted] [redacted] [redacted]

RIDER

125

Township 31 North, Range 108 West, 6th P.M.
Section 5: Lots 1, 2, 3, 5, 6, 7, 8, 9, 13, SE¼NW¼, SW¼NE¼
Section 6: Lots 8, 9, 10 and 11
Section 8: NW¼NW¼
Township 32 North, Range 108 West, 6th P.M.
Section 16: All, excepting 90.00 acres in the NE¼ as described in Deed Record 3, page 438, and excepting 12.26 acres in the NW¼NE¼, and NE¼NW¼ as described in Warranty Deed Record 3, page 479.
Section 17: Lot 4, W½NE¼, SE¼NE¼, SE¼
Section 20: E½E½
Section 21: NW¼, N½SW¼, SE¼SW¼
Section 28: E½W½, W½SW¼, NW¼NW¼
Section 29: Lots 4, 5, 6, 7, 8, E½E½, W½SE¼, SW¼NE¼
Section 32: N½, SE¼
Section 33: NW¼

F.C.B.
A.E.B.

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 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.

It is agreed by Lessors that his lease covers all of the right, title and interest of lessors in and to the bed of the New Fork River abutting on, or tributary to the lands covered herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Faye Barger (SEAL)

SOC. SEC. #: 520-07-1559 (SEAL)

FAY C. BARGER (SEAL)

(SEAL)

Anne E. Barger (SEAL)

(SEAL)

ANNE L. BARGER (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 27th day of February, 19 76, personally appeared Fay C. Barger and Anne E. Barger and ..., to me known to be the identical person s, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires May 31, 1976

David L. Schrader
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 .....

No. of acres ..... Term .....

STATE OF Wyoming }
COUNTY OF Sublette } SS.

This instrument was filed for record on the 16th day of Oct., 1976, at 2:00 o'clock P.M., and duly recorded in Book 53, Page 124 of the records of this office.

Kathy Lee
County Clerk—Register of Deeds.

By .....
Deputy.

When Recorded
Return to.....

155475

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

D 190 — A

Form 01464

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

(This Space Reserved for Filing Stamp)

Rental Division Order

RALPH E. FAIR, INC.:

The undersigned certify that we are the legal owners of the Oil, Gas xxxxxxx xxxxxxxin and under the following described lands situated in the County of Sublette, State of Wyoming, to wit:

Township 31 North, Range 108 West, 6th P.M.
Section 5: Lots 1, 2,3,5,6,7,8,9,13, SE¼NW¼, SW¼NE¼
Section 6: Lots 8, 9, 10 & 11
Section 8: NW¼NW¼

Township 32 North, Range 108 West, 6th P.M.
Section 29: Lots 4,5,6,7,8, E½E½, W½SE¼, SW¼NE¼
Sec. 32: N½, SE¼ Sec. 33: NW¼

Township 32 North, Range 108 West, 6th P.M.
Section 16: All, excepting 90.00 acres in NE¼, and 12.26 acres in NW¼NE¼ & NE¼NW¼
Section 17: Lot 4, W½NE¼, SE¼NE¼, SE¼
Section 20: E½E½
Section 21: NW¼, N½SW¼, SE¼SW¼
Section 28: E½W½, W½SW¼, NW¼SW¼

of Section ____ Township ____ Range ____ and containing 3,253.96 acres, more or less.

our interest in said minerals being subject to that certain Oil, Gas and Mineral lease dated, February 27, 1976, by and between Fay C. Barger and Anne E. Barger, lessors, and Ralph E. Fair, Inc., lessee, and recorded in Vol. ____ Page ____, of the Records of said County, which lease, in so far as it covers the above described land is owned by Ralph E. Fair, Inc. We hereby authorize you to pay the rental accruing in accordance with the terms and conditions of said lease in the proportions set out below, and payment so made will fully protect said lease as to the respective interests of the undersigned, it being understood that the undersigned do not certify that the interests set out are owned by the remaining parties in the proportions stated, each of the undersigned certifying only as to the interest set opposite his name:

CREDIT TO	Fractional Interest	AMOUNT	DEPOSITORY
Fay C. Barger and Anna E.Barger	Varied	$3053.72	First National Bank, Pinedale, Wyo. 82941

The above division covers only the payment of delay rentals and does not purport to cover royalties.

This agreement is binding on our heirs, executors, administrators and assigns, as to the size of the interest set forth above, but shall not operate to change the depository named in the lease as to any of our assigns.

IN TESTIMONY WHEREOF, we sign this 27th day of February, A. D. 19 76.

WITNESSES:

Fay C Barger [SEAL]
FAY C. BARGER

[SEAL]

Anne E Barger [SEAL]
ANNE E. BARGER

[SEAL]

[SEAL]

[SEAL]

[SEAL]

[SEAL]

[SEAL]

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

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

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

and .....

....., to me known to be the identical person....., described in and who exec... 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.

The foregoing instrument was acknowledged before me this 27th day of February 19 76
by Fay C. Barger and AnnE E. Barger.

Witness my hand and official seal.

My Commission Expires:
May 31, 1976

Harold L Schrader
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.....
No. Acres.....
County.....

This instrument was filed for record on the 16th day of August 1976, at 9:00 o'clock A M., and duly recorded in Volume 53 Oil & Page 127 of the records of this office.

Jean Updike
County Clerk.

By.....
Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

155495

[redacted] [redacted]

RECORDED August 18 [redacted] 9:00 A M

IN BOOK 53 O & G PAGE 129

FEES $ 5.50 Lucile J. Yoke COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

155220

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, THOMAS F. STROOCK and MARTA F. STROOCK, husband and wife, hereinafter collectively called "Assignors", do by these presents bargain, sell, grant, assign, transfer and convey unto DAVIS OIL COMPANY, hereinafter called "Assignee", an undivided 60% of all of Assignors' right, title and interest in and to the oil and gas leases described in Exhibit "A" attached hereto and made a part hereof, insofar as the said oil and gas leases cover the lands described in Exhibit "A" to a point 5,100' below the surface of the ground.

PROVIDED, HOWEVER, that this Assignment is made and shall in all respects be subject to the following:

1. The terms and provisions of the said oil and gas leases, including the landowners royalties therein reserved and all existing overriding royalty interests of record, the proportionate burden of which shall be assumed and borne by the Assignee.

2. This Assignment is made in compliance with and subject to the terms and provisions of that certain Agreement dated November 7, 1975, between Assignors, Reserve Oil and Gas Company and Davis Oil Company.

3. In the event that the said oil and gas leases cover or extend to an interest less than the full leasehold estate as to any part or all of the said lands, then Assignee's liability for payment of the above described landowners royalties and overriding royalties shall be reduced proportionately.

4. This Assignment is made without representation or warranty of title, either express or implied.

TO HAVE AND TO HOLD unto the Assignee, its successors and assigns, but subject to the terms, covenants and conditions set forth above.

IN WITNESS WHEREOF, this Assignment is executed this 23rd day of July, 1976.

Thomas F. Stroock

Marta F. Stroock

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of July, 1976, personally appeared Thomas F. Stroock and Marta F. Stroock, husband and wife, to me known to be the identical persons, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires:
Laura B. Kozakren - Notary Public
County of Natrona State of Wyoming
My Commission Expires Nov. 15, 1977

130

EXHIBIT "A"

Attached to and made a part of that certain Assignment dated , 1976, from Thomas F. Stroock and Marta F. Stroock, husband and wife, to Davis Oil Company.

1. Oil and Gas Lease dated January 5, 1973, between James Francis Mickelson, et ux, Lessor, and Thomas F. Stroock, Lessee, recorded in Book 48 at Page 643, insofar as said Oil and Gas Lease covers the following described lands in Sublette County, Wyoming:

D-6621

Township 30 North, Range 112 West, 6th P.M.
Section 10: S½, S½NW¼
Section 14: SW¼, S½NW¼, NW¼NW¼
Section 15: E½
Section 23: NW¼, N½SW¼

2. Oil and Gas Lease dated April 5, 1973, between James Francis Mickelson, et ux, Lessor, and Thomas F. Stroock, Lessee, recorded in Book 49 at Page 279, insofar as said Oil and Gas Lease covers the following described lands in Sublette County, Wyoming:

D-6622

Township 30 North, Range 112 West, 6th P.M.
Section 15: NE¼NW¼, S½NW¼, SW¼
Section 21: NE¼NE¼
Section 22: N½NW¼, SW¼NW¼, NE¼, N½SE¼

3. Oil and Gas Lease dated January 5, 1973, between Kenneth Guio, aka Kenneth H. Guio, et ux, Lessor, and Thomas F. Stroock, Lessee, recorded in Book 48 at Page 637, insofar as said Oil and Gas Lease covers the following described lands in Sublette County, Wyoming:

D-6623

Township 30 North, Range 112 West, 6th P.M.
Section 22: S½S½, NE¼SW¼, SE¼NW¼
Section 23: S½SW¼
Section 26: E½W½, NW¼NW¼
Section 27: N½NE¼

4. Oil and Gas Lease dated June 6, 1973, between Helen E. Bray, a widow, Lessor, and Thomas F. Stroock, Lessee, recorded in Book 49 at Page 369, insofar as said Oil and Gas Lease covers the following described lands in Sublette County, Wyoming:

D-6624

Township 30 North, Range 112 West, 6th P.M.
Section 26: SW¼NW¼, NW¼SW¼, SW¼SW¼
Section 27: S½NE¼, N½SE¼, SE¼SE¼
Section 34: N½NE¼, E½NW¼

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 22nd day of JUNE, 19 76

by and between Jewett Land and Livestock Company, RFD Big Piney, Wyoming 83113

, hereinafter called lessor (whether one or more) and

(SEE ATTACHED), 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:

T 32 N - R 111 W

Sec. 22: $SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$, Sec. 28: $E\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$

25: $W\frac{1}{2}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$

26: $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$

27: $N\frac{1}{2}NE\frac{1}{4}$, $W\frac{1}{2}$

and containing 1360.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of 5 (five) years from June 22, 1976 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 June, 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 Bank at Pinedale, 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 three hundred sixty and no/100 - - - - - - - - - - - - ($1,360.00) - -DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

~~Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease~~ or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 40 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 40 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

6W-1004

INTER-AMERICAN PETROLEUM CORPORATION -- UNDIVIDED 50% INTEREST
609 East Speer Boulevard
Denver, Colorado 80203

THOMAS A. CHORNEY -- UNDIVIDED 50% INTEREST
432 Metro Bank Building
475 - 17th Street
Denver, Colorado 80202

Compliance with any now or hereafter existing act, bill or statute purporting to be [illegible]ed 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.

ATTEST: _____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Secretary/Treasurer (SEAL)

JEWETT LAND & LIVESTOCK COMPANY (SEAL)

_____ (SEAL)

BY: _____ (SEAL)

D. Thomas Kidd, 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 _____, 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

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

State of WYOMING }
County of NATRONA } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 22nd day of June, A. D. 19 76, before me personally appeared D. Thomas Kidd, to me personally known, who, being by me duly sworn, did say that he is the President of Jewett Land & 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 D. Thomas Kidd acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 22nd day of June, A. D. 19 76

Dorothy L. Butler
Notary Public.

(SEAL)

My Commission expires December 15, 1976

This instrument was filed for record on the 18a 155221
day of August 18 1976, at
9:00 o'clock A M., and duly recorded in
Volume 530+9 Page 131
of the records of this office.

Lucy J. Yates
County Clerk.

By _____
Deputy.

When recorded return to

_____

_____

_____

155364

RECORDED August 26, 1976 9:00 A.M
IN BOOK 53 Oil & Gas PAGE 135
FEES $4.50 Lois J. Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

THAT, this assignment is made and entered into this 29th day of July, 1976 by and between WAINOCO, INC., a Texas corporation, hereinafter referred to as "Assignor", 2020 Lincoln Center Building, Denver, Colorado 80203, and J. MAURICE COX, JR., hereinafter referred to as "Assignee", 1436 E. Fremont Circle South, Littleton, Colorado 80122.

WITNESSETH, that reference is made to that certain oil and gas lease, hereinafter referred to as "said lease", covering lands in Sublette County, Wyoming, and more particularly described as follows, to-wit:

> Oil and Gas Lease dated June 2, 1976 between the State of Wyoming 76-0412, as Lessor, and Wainoco, Inc., as Lessee, covering NE/4 NE/4 Section 29; Lot 4, SE/4 SW/4 , SW/4, SE/4 Section 30; and W/2 NE/4, E/2 NW/4, SE/4 NE/4, Lots 1 & 2 Section 31, Township 34 North, Range 111 West, 6th P.M.

WHEREAS, Assignor is the owner and holder of the lessee interest in, to and under said lease and the leasehold estates created thereby; and

WHEREAS, Assignor desires hereby to assign an overriding royalty interest to Assignee in respect of production from said lease;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby assign, set over and convey unto Assignee an overriding royalty of Two and one-half percent of eight-eighths (2½% of 8/8ths) of all oil, gas and other hydrocarbons produced, saved and sold or removed for sale under and pursuant to said lease. 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 Assignor, its successors or assigns. 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 Assignee, with respect to that tract or tracts, shall be proportionately reduced.

Said overriding royalty shall be computed in the same manner, payable at the same time and subject proportionately to the same charges and deductions as is the lessor's royalty as provided in said lease.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the day and year first hereinabove written.

ATTEST:

WAINOCO, INC.

Gary V. Woods
Secretary/Treasurer

By: [signature]
Vice President-Oil and Gas Operations (Title)

STATE OF TEXAS)

COUNTY OF HARRIS)

On this 29th day of July, 1976 before me, the undersigned, a Notary Public in and for said County and State, personally appeared W A Faulconer, known to me to be the Vice President-Oil & Gas Operations of WAINOCO, INC., the corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its Bylaws or Resolution of its Board of Directors.

WITNESS my hand and official seal.

[signature]
Notary Public

My commission expires:
June 1, 1977

LINDA GOINS
NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS
MY COMMISSION EXPIRES JUNE 1, 1977

[redacted]

[redacted]

ss.

[redacted]

ent was filed for record on the

y of ____, 19__, at ____

, and duly recorded in book ____

____ of the records of this offic

Register of Deeds.

ed

assign, transfer and set over unto SEE ATTACHED RIDER

(hereinafter called Assignee), 87.5% of Assignor's right, title and interest in and to the oil and gas lease,

dated ____, 19__, from

SEE ATTACHED EXHIBIT "A"

to

recorded in book ____, page ____, insofar as said lease covers the following described land in

Sublette County, State of Wyoming

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

155450

RECORDED 4th June A.D. 19 76 8:00 A.M.
IN BOOK 118 Oil & Gas Leases PAGE 137
FEES $4.00 Lois J. Upton COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Pamela Upton Deputy

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

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

Reserving however, unto the Assignors herein an overriding royalty of None

of all the oil, gas and other hydrocarbons produced, saved and marketed from the above described lands. This overriding royalty and all other terms and conditions of this assignment shall apply to any and all extension, renewal and substitute leases obtained by Assignee, its successors or assigns on the land described herein. If said oil and gas lease covers less than the full fee simple estate in the oil, gas and other hydrocarbons under any tract or tracts of the land assigned hereby, the overriding royalty herein reserved by Assignors, with respect to that tract or tracts, shall be proportionately reduced.

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least ---------- days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have ---------- days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee prior to the anniversary date of the lease. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for this assignment.

EXECUTED, This 2nd day of June, 1976, without warranties of any kind.

ATTEST:

Assistant Secretary

RAINBOW RESOURCES, INC. (Seal)

By: (Seal)
Charles A. Shear, Vice-President

(Seal)

CLIFF CREEK

137

WY-2143-1, et al

Mid-Continent Association W. Reassign.

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

601

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, RAINBOW RESOURCES, INC., #10 Lakeside Lane, 4704 Harlan, Denver, Colorado 80212

(hereinafter called Assignor), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell,

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 _____

RAINBOW RESOURCES, INC. EXPLORATION PARTNERSHIP, 1976, a partnership 305 Goodstein Building Casper, Wyoming 82601	-	25.0%
FARMLAND INTERNATIONAL ENERGY COMPANY 1212 First City East Building Houston, Texas 77002	-	25.0%
BARBER OIL EXPLORATION, INC. 2627 Tenneco Building Houston, Texas 77002	-	12.5%
TEXASGULF, INC. 1100 Milam Building, Suite 3000 Houston, Texas 77002	-	12.5%
G S OIL & GAS CO. (1976), a partnership 55 Broad Street New York, New York 10004	-	12.5%

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

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

ACKNOWLEDGMENT — INDIVIDUAL

BE IT REMEMBERED, That on this ..... day of ..... A. D. ..... personally appeared .....

and .....

, to me known to be the identical person ..... described in and who executed the within and foregoing instrument and acknowledged to me that ..... 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 official seal the day and year last above written.

My Commission Expires .....

Notary Public.

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

Subscribed and sworn to before me, a notarial officer, 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 COLORADO
COUNTY OF Jefferson
} ss.

On this 2nd day of June, A. D. 1976, before me personally appeared Charles A. Shear, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of Rainbow Resources, Inc.

the corporation named in the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Charles A. Shear 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 March 31, 1980

Charles A. Shear

2nd day of June, A. D. 19 76

Penny M. McIver
Notary Public

(SEAL)

Penny M. McIver

Notary Public

139

No. .....

Page .....

Book .....

Date .....

Time .....

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

HUNTER BLUE PRINT CO., CASPER, WYOMING

CLIFF CREEK
EXHIBIT "A" PAGE One

STATE OF Wyoming COUNTY OF Sublette

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE	ACRES GROSS	ACRES NET	EXISTING BURDENS
WY-2143-1	Daisy Francisco, a widow	Rainbow Resources, Inc.	9-27-73	Township 38 North, Range 113 West Section 33: E½SW¼ Township 37 North, Range 113 West Section 4: Lot 3, NE¼SW¼, W½SE¼, SE¼SE¼ Section 9: E½NE¼ Section 10: N½SW¼, SE¼SW¼, SW¼SE¼, NW¼	50	307	647.35		
WY-2143-2	Leola H. Amrein, a widow, Terrence G. Amrein and Melissa Amrein, husband and wife	Rainbow Resources, Inc.	9-28-73	Township 38 North, Range 113 West Section 33: E½SW¼ Township 37 North, Range 113 West Section 4: Lot 3, NE¼SW¼, W½SE¼, SE¼SE¼ Section 9: E½NE¼ Section 10: N½SW¼, SE¼SW¼, SW¼SE¼, NW¼	50	303	647.35		
WY-2144-1	Walden L. Campbell and Patricia M. Campbell, husband and wife, and Luretta Campbell, a widow	Rainbow Resources, Inc.	9-28-73	Township 38 North, Range 113 West Section 25: S½NW¼NE¼, SW¼NE¼, S½N½NW¼, SE¼NW¼, N½SW¼NW¼ Section 28: N½SW¼, SE¼SW¼, SW¼SE¼ Section 33: NE¼NW¼, W½NE¼, SE¼NE¼ Section 35: SE¼	50	305	640.00		
WY-2145-1	R. M. Strobel and Lois E. Strobel, husband and wife	Rainbow Resources, Inc.	9-28-73	Township 38 North, Range 113 West Section 33: SE¼	50	309	160.00		
WY-2145-2	R. B. Wells and Rosemary Wells, husband and wife	Rainbow Resources, Inc.	10-29-73	Township 38 North, Range 113 West Section 33: SE¼	50	311	160.00		

Form No. LNH-2 [redacted] ASSIGNMENT OF OVER[redacted]OYALTY INTEREST IN U. S. OIL [redacted] GAS LEASE [redacted] Prairie Publishing Co. Casper, Wyoming

This Overriding Royalty Assignment, made this 9th day of February, 19 76, by and between

PanCanadian Petroleum Company

whose address is P. O. Box 2850, Calgary, Alberta, Canada T2P 2S5

hereinafter called Lessee; and, William A. Schulte

P. O. Box 1325, Casper, Wyoming 82602

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 October 6, 19 75

bearing Serial No. W-52412, 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 115 West, 6th P. M.
Section 15: S½N½, S½
Section 16: E½
Section 21: NE¼
Section 22: All
Section 23: W½

Containing 1920.00 acres, more or less

155478
RECORDED Sept. 3 19 76 9:00 A.M.
IN BOOK 53 Misc. Records PAGE 141
FEES $4.00 Lois D. York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Watson

NOW, Therefore, in consideration of the premises and the sum of Ten & No/100 [illegible] 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 Percent (1%).

[illegible]

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 expenses to Assignee.

This Overriding Royalty Assignment shall be subject to none.

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.

PanCanadian Petroleum Company

Lessee

PANCANADIAN PETROLEUM
LAND
REGION
EXPL. MGR.
Dp
LAW

STATE OF [illegible]
} ss:
COUNTY OF [illegible]

ACKNOWLEDGMENT
Single or Married

On this [illegible] day of [illegible], 19[illegible], 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 (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 [illegible] day of [illegible], A.D., 19[illegible]

ACKNOWLEDGEMENT FOR CORPORATION

Province of Alberta
Dominion of Canada

On this 23rd day of February 1976, before me personally appeared M. A. Rogers and C. Millar to me personally known who being duly sworn, did say that they are the Vice-President and the Assistant Secretary of PanCanadian Petroleum Company, the Corporation that is described in and that executed the foregoing instrument, and they acknowledged the execution thereof to be the voluntary and duly authorized act and deed of said corporation.

Witness my hand and seal on the day above first written.

Notary Public in and for the Province of Alberta, Residing at Calgary, Alberta.

Northwest Pipeline Corporation

Gas Procurement Division
(303) 623-9303

One Park Central - Suite 1537
1515 Arapahoe
Denver, Colorado 80202

Letter Agreement

August 3, 1976

Rainbow Resources, Inc.
#10 Lakeside Lane Suite 308
4704 Harlan Street
Denver, Colorado 80212

Reference: Game Hill Unit
Sublette and Teton Counties, Wyoming

Gentlemen:

Northwest Exploration Company and Rainbow Resources, Inc. have entered into a Farmout Agreement dated August 15, 1976 covering the Game Hill Unit. It is agreed that Northwest Pipeline Corporation or any of its affiliate or subsidiary companies (NWP) shall have the right to purchase Rainbow's interest in any gas production which is developed on the lands identified on Exhibit "A" hereto.

Upon completion of any well on said lands which is capable of producing gas, Rainbow shall send written notice of such completion along with electrical logs and drilling and completion reports to NWP at the following address:

NORTHWEST PIPELINE CORPORATION
Gas Procurement Division
P. O. Box 1526
Salt Lake City, Utah 84110

Upon receipt of such written notice from Rainbow, NWP shall have the right to conduct such tests, common in the industry, as are necessary to determine the productivity of the well. In the event NWP elects to purchase Rainbow's gas, the parties hereto will promptly execute a contract substantially similar in form and content to the gas purchase contract attached hereto as Exhibit "B".

155479

RECORDED Sept 2nd 19 76 2:00 P M
IN BOOK 53 Oil & Gas Leases PAGE 143
FEES $5.00 Lois J. Hyde COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Marilyn Wilson

The initial price to be paid under said contract shall be determined at the time NWP elects to purchase such gas and shall be equal to the average of the three highest prices then being paid by interstate gas transmission companies (including NWP) in Teton, Sublette, Lincoln and Sweetwater Counties, Wyoming for gas of similar quantity and quality and delivered at similar pressures and other delivery conditions. Appropriate price adjustments shall be agreed upon by the parties for variations in these comparative factors. Only one contract of any one transmission company may be used in determining this average price. Rainbow shall bear the burden of proof in determining such prices (with the exception of NWP's), but NWP agrees to cooperate to the extent of its readily available information in determining the prices of others.

The exercise or non-exercise by NWP of its rights hereunder with respect to a specific well shall not affect NWP's rights hereunder with respect to any other well which may be drilled on said lands.

The sale, assignment, or other disposition of the acreage identified on Exhibit "A" hereto shall be made subject to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed in duplicate original copies as of the date first written above.

Very truly yours,

NORTHWEST PIPELINE CORPORATION

By _____

Accepted and Agreed to
as of the date hereof.

RAINBOW RESOURCES, INC.

By _____

STATE OF UTAH

COUNTY OF SALT LAKE

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared J. W. Rawson, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Northwest Pipeline Corporation, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of August, 1975.

Dorothy Andrews
Notary Public
Residing at

My Commission expires April 20, 1976

STATE OF [illegible]

COUNTY OF [illegible]

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared [illegible], 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 [illegible], 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 [illegible] day of July, 1975.

[illegible]
Notary Public
Residing at [illegible]

My Commission expires [illegible]

EXHIBIT A

LETTER AGREEMENT

DATED _____

between

NORTHWEST PIPELINE CORPORATION

and

RAINBOW RESOURCES, INC.

Description	County and State	Gross Acres	Interest	Net Acres
Township 38 North, Range 114 West	Sublette County, Wyoming			
NE/4 Section 10		160	100%	160
S/2 Section 14		320	100%	320
SE/4 Section 22		160	100%	160
Township 39 North, Range 114 West	Teton County, Wyoming			
W/2 & SE/4 & SW/4 NE/4 Section 22		520	100%	520
SW/4 SW/4 Section 23		40	100%	40
All Section 35		640	100%	640

155510

RECORDED September 2 1976 9:40 A.M
IN BOOK 53 of Misc Rec PAGE 147
FEES $4.50 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Benton

ASSIGNMENT OF OVERRIDING ROYALTY

WYOMING FEDERAL OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, C & K PETROLEUM, INC., of 1600 Broadway, Suite 1700, Denver, Colorado 80202, is the owner of that certain Bureau of Land Management Oil and Gas Lease bearing Serial Number W-55628 and covering lands situate in Sublette County, Wyoming, described as follows:

Township 28 North, Range 111 West
Section 21: N½
Section 24: S½
Section 25: N½
Section 26: All
Section 28: N½, SE¼ SE¼
Containing 1,960.00 acres, more or less

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, C & K PETROLEUM, INC., hereinafter called "Assignor," does hereby sell, assign, transfer, set over and convey to DICK V. WELCH, 10633 Sperry Street, Northglenn, Colorado 80234, hereinafter called "Assignee," an overriding royalty equal to 2% of all the oil, gas, casinghead gas, and other hydrocarbon substances which may be produced, saved and sold under the terms of that certain oil and gas lease listed above, insofar as said lease covers the oil and gas leasehold estate as to the lands described therein.

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

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

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

sale thereof, including any so-called gross production or severence taxes.

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

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%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

It is agreed that if the lease covered hereby was acquired by C & K under conveyances containing a provision whereby C & K is to reassign same to its assignor, then in the event C & K elects to surrender its interest the overriding royalty conveyed hereunder shall upon delivery of such re-assignment cease and terminate insofar as said overriding royalty applies to or affects the oil and gas leasehold interest so reassigned.

IN WITNESS WHEREOF, this instrument is executed this 23rd day of August, 1976.

ATTEST:

George E. Farmar, Asst. Secretary

C & K PETROLEUM, INC.

By W. C. Tillett

W. C. Tillett, Vice President

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

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

The foregoing instrument was acknowledged before me this 23rd day of August, 1976, by W. C. Tillett, as Vice President, and George E. Farmar, as Assistant Secretary of C & K Petroleum, Inc., a corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

Joyce E. Lebo

Joyce E. Lebo, Notary Public

My Commission expires: March 25, 1980.

Board : ..y 6, 1957

[redacted]TATE OF [redacted]YOMIN[redacted]

APPLICATION TO LEASE AND LEASE FOR OIL AND GAS

Record and Return to
TITLE RECORD DEPARTMENT
SUN OIL COMPANY
12850 Hillcrest Rd.
Dallas, Texas 75230

[redacted]

68-38592

1-7

This space for office use

ASSIGNED

62-68 CD-01

To THE COMMISSIONER OF PUBLIC LANDS,
State of Wyoming, Cheyenne, Wyoming

1. Nola Grace Ptasynski
(Name of Applicant)
P. O. Box 43
(Number and Street)
Casper, Wyoming 82601
(City and State)

8-61 CD-01
8-48 CD-02
49-78 CD-02

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) | Common School (Fund)

T. 33 N., R. 114 W., 6th P.M.

Enter here the Parcel Number(s) applied for.

1st	2nd	3rd	4th	5th
212				

69-71 CD-01

Sec. 33 S½NE¼:N½SE¼:NE¼SW¼

Total Area 200.00 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.

The rental retained is the rental amount shown in item 4.

Total Area ____ Acres

4. Amount remitted: Filing Fee ..... $ 15.00

Advanced Rental (To be computed at 50¢ per acre or fraction thereof) ..... $ 100.00

Total $ 115.00

72-76 CD-01

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: .....

The Name and address of each such corporation, of its service agent, and the State of its incorporation, are as follows:

(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 9th day of August, 19 68.

Nola Grace Ptasynski
(Lessee Signature)

(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 SEP 9 1968

LESSOR: STATE OF WYOMING, acting by and through its Board of Land Commissioners.

EFFECTIVE DATE OF LEASE September 2, 1968

By A E King
Commissioner of Public Lands—Secretary

(Chapter 120, Session Laws of Wyoming, 1965)

Examined: Mrs

AUG 1 .

400904

SECTION 1. RIGHTS OF LESSEE. The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas in the lands leased together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of ten (10) years and so long thereafter as oil or gas may be produced in paying quantities.

SECTION 2. THE LESSEE AGREES:

(a) BOND. To furnish a bond with an approved corporate surety company authorized to transact business in the State of Wyoming, or such other surety as may be acceptable to the lessor, in the penal sum as required by the current rules of the State Board of Land Commissioners, conditioned upon the payment of all rentals and royalties accruing to the lessor under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the Rules and Regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon where the lease covers lands, the surface of which has been sold or otherwise leased. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide upon commencement of drilling operations, and after the discovery of oil or gas.

(b) PAYMENTS. To make all payments accruing hereunder to the Commissioner of Public Lands, Capitol Building, Cheyenne, Wyoming.

(c) RENTALS. Prior to the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the effective date hereof, an annual rental of 50¢ per acre or fraction thereof. The failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. If the time for payment falls on a day in which the State Land Office is closed, payment shall be deemed timely if made on next official working day.

After the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the first day of the lease year succeeding the lease year in which actual discovery was made, an annual rental of One Dollar ($1.00) per acre or fraction thereof, unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year. Lessor shall have no obligation hereunder to give lessee advance notice of any rental payment.

(d) ROYALTIES. The royalties to be paid by lessee are: (i) on oil, one-eighth of that produced, saved, and sold from said land, the same to be delivered at the wells or to the credit of lessor into the pipe line to which the wells may be connected; (ii) on gas, including casinghead gas or other hydrocarbon substance, produced from said land saved and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale.

Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons, and if the lessee is unable to establish a satisfactory market for the oil, gas, or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such time as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect the lessee shall continue to pay the annual rental of One Dollar ($1.00) per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

ON OTHER KINDRED HYDROCARBONS AND SUBSTANCES: On all other hydrocarbons of value and gaseous substances and elements produced or extracted, including propane, butane, sulphur, nitrogen, carbon dioxide, and helium, at such royalty as shall be mutually determined to be fair and reasonable.

For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item; provided, however, that the allowance for the cost of extraction may exceed two-thirds of the amount or value only on approval of the lessor and in no event shall the price for gas, or natural gasoline, be less than that received by the United States of America for its royalties from the same field.

In cases where natural gas is produced and the natural-gas gasoline extracted therefrom only one royalty shall be paid, except in the event the residue or dry gas shall be marketed it shall then constitute a separate commodity and a royalty shall be paid thereon as above provided.

Natural gas and oil actually used for operating purposes upon the land and, except as to the ultimate sale thereof, gas or liquid hydrocarbons returned to the sand for stimulating the production of oil or secondary recovery purposes shall be royalty free.

(e) DISPOSITION OF ROYALTY OIL. To deliver to the lessor, or to such individual, firm or corporation as the lessor may designate, all royalty oil and gas free of charge on the premises where produced; or, at the option of the lessor, and in lieu of said royalties in kind, the lessee agrees to pay the lessor the field market price or value of all royalty oil produced and saved.

When the lessor elects to take its royalty oil in kind such oil shall be good merchantable oil and the lessee shall if necessary furnish storage therefor free of charge for thirty (30) days after the end of the calendar month in which the oil is produced, upon the leased premises, or at such place as the lessor and the lessee may mutually agree upon, provided, that the lessee shall not be held liable for loss or destruction of royalty oil so stored from causes beyond his control.

The free storage of oil, as herein provided, shall apply only as long as the said oil is the property of the lessor.

(f) MEASUREMENTS OF PRODUCTION. To gauge, measure and correct for temperature all production from said lands in conformance with the Rules and Regulations adopted by the Board of Land Commissioners and report said production to the 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 sublessee, 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 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.

~~Transcontinent Oil Company~~
~~2300 First National Bank Building~~
~~Denver, Colorado 80202~~

Sun Oil Company
P. O. Box 2039
Tulsa, Oklahoma 74102

ALL LEASE (3% overriding royalty reserved by Nola Grace Ptasynski)

ALL LEASE (Subject to 3% overriding royalty previously provided for)

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 9th day of ~~September~~, A. D. 19~~68~~.

A. E. King
A. E. KING
Commissioner of Public Lands

SLO-25

155557

RECORDED Sept 9 19 76 9:00 A M.
IN BOOK 53 Oil & Gas Lse PAGE 149
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Denton

Record and Return to
TITLE RECORD DEPARTMENT
SUN OIL COMPANY
12850 Hillcrest Rd.
Dallas, Texas 75230

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ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

Kintzel Blue Print Co.
134 N. Center Street
Casper, Wyoming

99

KNOW ALL MEN BY THESE PRESENTS: That I, we, Nola Grace Ptasynski of P. O. Box 43, Casper, Wyoming 82601, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 68-38592, and covering land situate in Sublette County, Counties, described as follows:

Township 33 North, Range 114 West, 6th P.M.
Section 33: $S\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$

and containing 200.00 acres more or less, for and in consideration of the sum of Ten & no/100 Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto Transcontinent Oil Company, 2300 First National Bank Building, Denver, Colorado 80202, assignee, all right, title and interest of assignor in and to said lease insofar as it covers the following described land:

Same lands.

and containing 200.00 acres, more or less, reserving, however, unto assignor three per cent (3%) of all oil, gas and casinghead gas produced, saved and marketed from said lands under the provisions of the aforesaid lease.

TO HAVE AND TO HOLD unto the said Transcontinent Oil Company, its successors and assigns, subject to the terms and conditions of said lease; the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is executed this 12th day of November, 1970

WITNESS:

Frances O'Mara

Nola Grace Ptasynski
Nola Grace Ptasynski, Assignor-Lessee

By _____
President

Attest:

_____
Secretary

(SEAL)

ACKNOWLEDGMENT (For use by Individual)

State of WYOMING
County of NATRONA } ss.

On this 12th day of November, A. D. 19 70, before me personally appeared Nola Grace Ptasynski 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 12th day of November, A. D. 19 70.

(SEAL)

FRANCES O'MARA — Notary Public
County of Natrona — State of Wyoming
My Commission Expires Jan. 6, 1971

Frances O'Mara
Notary Public

My Commission expires:

ACKNOWLEDGMENT (For use by Corporation)

State of _____
County of _____ } ss.

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

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

(SEAL)

_____
Notary Public

My Commission expires: _____

payment of any overriding royalty.

Assignment approved by Board of Land Commissioners: December 3, 1970 without binding the State for the/

Assignment recorded in the Office of the Commissioner of Public Lands: November 24, 1970

(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
pk

155558

RECORDED Sept 9 19 76 9:00 AM
IN BOOK 53 Oil & Gas Lse PAGE 152
FEES $ 4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Assignee may surrender or relinquish his interest in said lease to the Lessor only after having offered reassignment of said lease to Assignor, such offer to reassign to be made by certified mail at least thirty (30) days prior to anniversary date of the lease. Assignor agrees to notify Assignee of his acceptance or rejection of such offer by certified mail within fifteen (15) days after receipt of offer to reassign and if such notification of acceptance or rejection has not been received by Assignee within fifteen (15) days after receipt of such offer to reassign, Assignee may then proceed to relinquish and surrender said lease to the Lessor.

N.S.R.

1970 NOV 17 PM 9:57

Producers 88-80-640 (7-71)

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OIL AND GAS LEASE

THIS AGREEMENT made this 6th day of July 19 76, between BETTE M. THOMPSON,

lessor (whether one or more), whose address is: Box 220, Big Piney, Wyoming 83113
and Belco Petroleum Corporation, Box 19234, Houston, Texas 77024, lessee, WITNESSETH:

1. Lessor, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil and gas, including casinghead gas, casinghead gasoline, condensate and all related hydrocarbons, and including all other products produced therewith, hereinafter referred to collectively as "said minerals", together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting said minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Sublette, State of Wyoming, and is described as follows:

T-29-N, R-113-W
Sec. 4: W/2 SW/4, SE/4 SW/4
Sec. 5: S/2, S/2 NW/4, SW/4 NE/4, Lots 3, 2
Sec. 6: SE/4, S/2 NE/4, SE/4 NW/4, E/2 SW/4, Lots 5,6,7
Sec. 7: NE/4, NE/4 SE/4, E/2 NW/4, Lots 1,2
Sec. 8: S/2, NW/4, N/2 NE/4, SE/4 NE/4
Sec. 9: NW/4, W/2 SW/4
Sec. 17: E/2 NW/4, NW/4 NE/4

T-29-N, R-114-W
Sec. 1: Lots 5,6,7, SW/4 NE/4, W/2 SE/4

This lease also covers and includes any land contiguous to or adjoining the land above described, other than those constituting regular governmental subdivisions, and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preferential right of acquisition. For the purpose of determining the amount of any bonus, delay rental or other payment hereunder, said land shall be deemed to contain 2,668.71 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of ~~three (3)~~ Five (5) years from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil; (b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee, one-eighth of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth of such gas and casinghead gas; (c) To pay lessor on all other of said minerals produced and marketed or utilized by lessee from said land, one-tenth either in kind or the market value thereof at the well, at lessee's election. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market said minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety (90) consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety-day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to the amount of annual delay rental provided for in this lease. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety-day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the depository bank provided for below. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all of said minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder shall not have the effect of changing or transferring any interest under this lease between parties. Neither shall it impair the right of lessee to release as provided in paragraph 5 hereof, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. If operations are not conducted on said land on or before the first anniversary date hereof, this lease shall terminate as to both parties, unless lessee on or before said date shall, subject to the further provisions hereof, pay or tender to lessor or to 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 ownership of delay rental, royalties, or other moneys, the sum of $ 2,668.71 which shall operate as delay rental and cover the privilege of deferring operations for one year from said date. In like manner and upon like payments or tenders, operations may be further deferred for like periods of one year each during the primary term. If at any time that lessee pays or tenders delay rental, royalties, or other moneys, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender such rental, royalties, or other moneys, in the manner herein specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to lessor or to the depository bank on or before the last date for payment. Said delay rental shall be apportionable as to said land on an acreage basis, and a failure to make proper payment or tender of delay rental as to any portion of said land or as to any interest therein shall not affect this lease as to any portion of said land or as to any interest therein as to which proper payment or tender is made. Any payment or tender which is made in an attempt to make proper payment, but which is erroneous in whole or in part as to parties, amounts, or depository, shall nevertheless be sufficient to prevent termination of this lease and to extend the time within which operations may be conducted in the same manner as though a proper payment had been made; provided, however, lessee shall correct such error within thirty (30) days after lessee has received written notice thereof from lessor. If the depository bank should refuse to accept any rental tendered hereunder, the tender nevertheless shall be fully effective and lessee shall have no obligation to make any further tender or payment in connection therewith until after lessor shall have furnished lessee with an instrument satisfactory to lessee naming another bank as agent to receive such payment. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations as to the released acreage or interest. If this lease is so released as to all of said minerals and horizons under a portion of said land, the delay rental and other payments computed in accordance therewith shall thereupon be reduced in the proportion that the acreage released bears to the acreage which was covered by this lease immediately prior to such release.

[redacted] [redacted] [redacted]

13. As additional consideration for the granting of this oil and gas lease, Belco Petroleum Corporation agrees to commence operations for the drilling of a well at a location of its choice on the leased premises within one year of the date of the lease. Failure by Belco to commence operations for the drilling of this well will result in no penalty to Belco other than the lease will terminate and be of no further force and effect.

6. If at any time or times during the primary term operations are conducted on said land and if all operations are discontinued, this lease shall thereafter terminate on its anniversary date next following the ninetieth (90th) day after such discontinuance unless on or before such anniversary date lessee either (1) conducts operations or (2) commences or resumes the payment or tender of delay rental; provided, however, if such anniversary date is at the end of the primary term, or if there is no further anniversary date of the primary term, this lease shall terminate at the end of such term or on the ninetieth (90th) day after discontinuance of all operations, whichever is the later date, unless on such later date either (1) lessee is conducting operations or (2) the shut-in well provisions of paragraph 3 or the provisions of paragraph 11 are applicable. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas or other of said minerals, or the production of oil, gas or other of said minerals, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any of said minerals or horizons. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns and successive assigns. No change or division in the ownership of said land, royalties, delay rental, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, delay rental, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by lessor or lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, lessee may, nevertheless pay or tender such royalties, delay rental, or other moneys, or part thereof, to the credit of the decedent in the depository bank provided for above. In the event of assignment of this lease as to any part (whether divided or undivided) of said land, the delay rental payable hereunder shall be apportionable as between the several leasehold owners, ratably according to the surface area or undivided interests of each, and default in delay rental payment by one shall not affect the right of other leasehold owners hereunder.

9. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations (but in no event less than forty acres), such acreage to be designated by lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but lessor agrees that lessee shall have the right at any time to pay or reduce same for lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease. If this lease covers a less interest in said minerals, or any of them, in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not), or no interest therein, then the royalties, delay rental, and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of lessee, the primary term and the delay rental provisions hereof shall be extended until the first anniversary date hereof occuring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

12. Lessor hereby expressly relinquishes dower and releases and waives all rights under and by virtue of the homestead exemption laws insofar as they may in any way affect the purpose for which this lease is made.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Bette M. Thompson

Social Security or I.D. Number: Bette M. Thompson

X 520-64-2104

Social Security or I.D. Number:

Social Security or I.D. Number:

Social Security or I.D. Number:

Social Security or I.D. Number:

Social Security or I.D. Number:

Social Security or I.D. Number:

Social Security or I.D. Number:

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that BETTE M. THOMPSON and _____, 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 20th day of August, 1976.

Robert H Wilson

My Commission Expires: 8/21/78

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

Big Piney, Wyo

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

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

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

My Commission Expires:

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

WHEN RECORDED RETURN TO:

This instrument was filed for record on the 9th day of Dec, 1976 at 9'00 o'clock AM., and duly recorded in Book 53, Page 154 of the Oil & Gas Lse records of this office.

Lois J. Yake by Marilyn Benton County Clerk

County of ~~55559~~ Sublette State of Wyo.

Fees $6.75

AUG 23 1976

LAND DEPT.

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-55251

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Vonda J. Anderson
1594 West 4th South #105
Salt Lake City, Utah 84104
, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
John Oakason	654 So. 9th East Salt Lake City, Utah 84102	2.25
Joan Chorney	401 Lincoln Tower Bldg. 1860 Lincoln Street Denver, Colorado 80203	2.25

155581

RECORDED September 10, 1976 9:00 A M
IN BOOK 53 Oil & Gas Lse PAGE 157
FEES $4.75 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Being in all a total of an undivided Four and one-half percent (4.50%)
overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T 28 N, R 111 W, 6th PM
Sec. 5: Lot 1, SE¼NE¼, E½SW¼, SE¼
Sec. 8: All

Containing 961.66 acres, more or less.

WITNESS our hands this 6th day of August, 1976

Witnesses:

Vonda Jean Anderson

Vonda J. Anderson SS#528-30-4544

STATE OF Utah
} ss.
COUNTY OF Salt Lake

On the 6th day of August, 1976, before me personally appeared Vonda J. Anderson the signor of the above instrument, who duly acknowledged to me that she executed the same.

Notary Public

My commission expires: May 20, 1980

Residing in Salt Lake City, Utah

OIL & GAS FORM NO. 8
PETROLEUM INVESTMENT COMPANY

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness:

Assignee:

..... as to .....
John Oakason

..... as to .....
Joan Chorney

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

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

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

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

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

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

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

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

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

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

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, That the undersigned does hereby release, surrender and abandon all right, title and interest in and to a certain lease for oil and gas mining purposes dated August 1, 1966, executed by United States of America (W-301), as Lessor(s), and William H. Short, Jr., as Lessee, which lease is shown in the records provided by law for the recording of instruments relating to real property, in County of Sublette, State of Wyoming, in Book 45 at Page 509, only insofar as said lease covers the following described land in said County and State, to-wit:

STATE OF _____ }
COUNTY OF _____ } ss.

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

_____
County Clerk or Register of Deeds.

When recorded
Return to FARMERS UNION CENTRAL EXCHANGE, INC.
P. O. Box 126, Laurel, Mont. 59044

Township 28 North - Range 110 West, 6th P.M.
Section 32: SW¼NW¼
Section 33: W½

containing 360 acres more or less.

Executed this 1 day of September, 19 76.

FARMERS UNION CENTRAL EXCHANGE, INCORPORATED

By: D. J. Kull
D. J. Kull, Assistant Secretary

155604

RECORDED September 13, 19 76 9:00 A.M.
IN BOOK 53 Oil & Gas PAGE 159
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Anton

STATE OF MONTANA }
COUNTY OF YELLOWSTONE } ss.

On this 1st day of September, A. D. 19 76, before me personally appeared D. J. Kull, to me personally known, who, being by me duly sworn, did say that he is the Assistant Secretary of FARMERS UNION CENTRAL EXCHANGE, INCORPORATED, a Minnesota 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. J. Kull acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and notarial seal the day and year in this certificate above written.

Claudia M. Carpenter
Claudia M. Carpenter, Notary Public
Residing at: Laurel, Montana

My Commission expires May 17, 1979

160

Assignment of Operating Rights:
53-647 Chandler to Brinkerhoff & Ewing
53-652 Beta Exploration to Brinkerhoff & Ewing

Form 3120–19
(May 1968)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181–263)

Name
Street
City
State
Zip Code

Bonnie Hoeper
300 S Greeley Hwy
Cheyenne, WY 82001

W 30485
(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: **#471** State: **Wyoming** County: **Sublette**

T. 33 N., R. 114 W., 6th Prin. Mer., WY
Sec. 33: N½N½, S½NW¼

155610

RECORDED September 13 19 76 9:00 A M
IN BOOK 53 Oil & Gas Lease PAGE 160
FEES $6.00 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 **240.00** acres	Annual Rental . . . . . $ **120.00**

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: **SEPTEMBER 1 1971**

THE UNITED STATES OF AMERICA

By _____
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

AUGUST 23, 1971
(Date)

[redacted] [redacted] [redacted] Claimant

No. 353- 0556

NONCOMPETITIVE OFFER TO LEASE FOR OIL AND GAS

SEE INSTRUCTIONS ON REVERSE

30485

3. Parcel Number 471

4. State WYOMING

Undersigned hereby offers to lease for oil and gas all or any portion of the above-identified parcel of land which may be available for noncompetitive leasing, and certifies that the: (1) applicant is a citizen of the United States, an association of such citizens, a partnership, a corporation organized under the laws of the United States or any State thereof, or a municipality organized under the laws of such a State; (2) applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation provided by the Mineral Leasing Act of February 25, 1920, as amended; and (3) applicant is the sole party in interest in this offer and the lease if issued, or if not the sole party in interest, that the names and addresses of all other interested parties are set forth on the reverse hereof. The undersigned agrees that the successful drawing of this card will bind him to a lease, on Form 3120-19 (4-1158) or 3200-3 (4-1196), and to the extent applicable, the stipulations provided for in 43 CFR 3103.2 for the described parcel or any portion thereof if such a lease is issued by the Bureau of Land Management as a result of this drawing.

5. [redacted] NOV 28 1971
(Signature of Applicant) (Date)

6. 300 SO. GREELEY HWY., CHEYENNE, WYO. 82001
(Address, include zip code)

DO NOT DETACH

LEASE TERMS

Sec. 1. *Rights of lessee.*—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) *Bonds.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) *Cooperative or unit plan.*—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) *Wells.*—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties in amounts or value of production removed or sold from the the leased lands as follows:

Rentals.—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(i) For each lease year a rental of 50 cents per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.

(ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than $1 per acre, and the prescribed minimum royalty of $1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b)(ii) above.

Royalty on production.—(1) To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed to be in time if made on the next official working day.

(f) *Contracts for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; a report with respect to [redacted] investments, depreciation and costs.

(h) *Well records.*—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(i) *Inspection.*—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(j) *Diligence, prevention of waste, health and safety of workmen.*—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was based before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost: *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) *Taxes and wages, freedom of purchase.*—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) *Equal Opportunity clause.*—During the performance of this contract the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Assignment of oil and gas lease or interest therein.*—As required by applicable law, to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(n) *Pipelines to purchase or convey at reasonable rates and without discrimination.*—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U.S.C. sec. 351).

(o) *Lands patented with oil and gas deposits reserved to the United States.*—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) *Retained or segregated lands.*—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) *Protection of surface, natural resources, and improvements.* The lessee agrees to take such reasonable steps as may be needed to prevent operations on the leased lands from unnecessarily: (1) causing or contributing to soil erosion or damaging crops, including forage, and timber growth thereon or on Federal or non-Federal lands in the vicinity; (2) polluting air and water; (3) damaging improvements owned by the United States or other parties; or (4) destroying, damaging or removing fossils, historic or prehistoric ruins, or artifacts and upon any partial or total relinquishment or the [redacted] or expiration of [redacted] lease, or at any other time [redacted] to when required and to the extent deemed necessary by the lessor to fill any pits, ditches and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the leased land and access roads to their former condition, including the removal of structures as and if required. The lessor may prescribe the steps to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic value.*—When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

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

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

Sec. 3. The lessor reserves:

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

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

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

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

(e) *Taking of royalties.*—All rights pursuant to section 36 of the act to take royalties in amount or in value of production.

(f) *Casing.*—All rights pursuant to section 40 of the act to purchase casing, and lease or operate valuable water wells.

Sec. 4. *Drilling and producing restrictions.*—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

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

Sec. 6. *Purchase of materials, etc., on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period: *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. *Proceedings in case of default.*—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or shall make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of cancellation and forfeiture, or for the same cause occurring at any other time.

Sec. 8. *Heirs and successors in interest.*—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(3), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Secs. [redacted] and 433, Title 18 U.S. Code, relating to contracts, [redacted] and form a part of this lease so far as the same may

[redacted] [redacted] 's #401969 [redacted]

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

Serial Number
Wyoming 30485
TO BE FILLED IN BY LAND OFFICE
Effective Date of Base Lease 9-1-71
New Serial Number

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

Name
Street
City
State
Zip Code

R. E. Puckett
215 Security Life Building
1616 Glenarm Place
Denver, Colorado 80202

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Township 33 North, Range 114 West, Sublette County, Wyoming
Section 33: N/2 N/2, S/2 NW/4
containing 240 acres, more or less

This assignment is made without warranty of title express or implied. Assignee shall comply with and be bound by any reassignment provisions in prior assignments, and Assignee agrees to indemnify Assignor against and hold Assignor harmless from all liability resulting to Assignor from failure of Assignee, his successors and assigns, to comply with any reassignment provisions.

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%

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

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

NONE

b. What overriding royalties or production payments, if any, were previously reserved? *(percentage only)*

Three percent (3%)

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

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

Executed this 6 day of April, 19 73

SUN OIL COMPANY (DELAWARE)

By: [signature] VLS
(Assignor's Signature)

V. L. Smith, Attorney in Fact

Evidence of Attorney In Fact is filed in W-047077 and such authority is still in effect.

P. O. Box 2039
(Assignor's Address)

Tulsa, Oklahoma 74102

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

THE UNITED STATES OF AMERICA

155611

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 1

RECORDED September 13, 19 76 9:00 A.M
IN BOOK 53 Oil & Gas Lease PAGE 163
FEES $ 6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Assignment approved effective MAY 1 1973

Date approved MAY 21 1973

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

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

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

REPRODUCED BY SUN OIL COMPANY (DELAWARE), P.O.BOX 2039, TULSA, OKLAHOMA 74102

For Claimant

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

On April 6, 1973, before me the undersigned, a Notary Public in and for said State, personally appeared V. L. SMITH, known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact of SUN OIL COMPANY (DELAWARE) and acknowledged to me he subscribed the name of SUN OIL COMPANY (DELAWARE) thereto as principal and his own name as Attorney in Fact.

WITNESS my hand and official seal.

Alma M. Boggess
Notary Public in and for said State

My commission expires:
APR 23 1974

[redacted] [redacted] [redacted]

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age *and* a citizen of the United States? [X] Yes [ ] No

b. Is the assignee a corporation or other legal entity? [ ] Yes [X] No *(If "yes," specify kind)*

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

2. Is the assignee the sole party in interest in this assignment? [X] Yes [ ] No *(If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)*

3. Is the filing fee of $10 attached? [X] Yes [ ] No

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

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

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

This form is submitted in lieu of the official form and contains all of the provisions thereof as of the date of filing of this assignment.

Executed this **21st** day of **April**, 19**73**

R. E. Puckett (Assignee's Signature)
215 Security Life Building
1616 Glenarm Place
Denver, Colorado 80202
(Address)

INSTRUCTIONS

1. *Use of form.* This form is to be used only for assignment of record title interests in oil and gas leases. It is *not* to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) *original* executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments *must* be filed within ninety (90) days from date of final execution and *each must* be accompanied by a filing fee of $10. Any assignment not accompanied by the required fee will *not* be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer *must* be filed for *each* assignment.

2. *Qualifications of assignee.* Assignee *must* indicate whether or not he is over the age of 21 *and* a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment *must* be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it *must* submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there *must* be full compliance with the regulations 43 CFR 3123.2.

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

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

5. *Effect of assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1–6 relate to assignments of such leases or interests therein.

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

GPO 943-733

166

Form 3106–5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. W-30485

LAND OFFICE USE ONLY
New Serial No

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

Beta Exploration, Inc.
601 Denver Club Building
Denver, Colorado 80202

155612

RECORDED September 13, 19 76 9:00 A.M.
IN BOOK 53 Oil & Gas Lease PAGE 166
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

1. The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective (*date*) September 1, 1971, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (*43 CFR 3101.2–3*) Sublette County, Wyoming
Township 33 North, Range 114 West, 6th PM
Section 33: N½N½, S½NW¼

Containing 240 Acres, more or less

This assignment is made without warranty of title express or implied. Assignee shall comply with and be bound by any reassignment provisions in prior assignments, and Assignee agrees to indemnify Assignor against and hold Assignor harmless from all liability resulting to Assignor from failure of Assignee, his successors and assigns, to comply with any reassignment provisions. This assignment is also subject to the reassignment clause attached herewith and made a part hereof.

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

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

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

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (*Percentage only*) 3% of 8/8ths

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

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

Executed this 14th day of October, 19 74

R. E. Puckett
(Assignor's Signature)

215 Security Life Building
(Assignor's Address)

Denver, Colorado 80202
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective NOV 1 1974

By _____
(Authorized Officer)
Chief, Br. of Lands & Minerals Operations

JAN 2 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

In the event Assignee shall desire to surrender all or any part of said lands hereby assigned, Assignee agrees to notify Assignor, in writing, by registered mail, at least ---60--- days prior to the next accruing rental date, of Assignee's intention to so relinquish said lands. Assignor shall have thirty (30) days after receipt of such notification within which to notify Assignee in writing, by registered mail, that said lands are to be reassigned to Assignor, and Assignee shall then reassign to Assignor the lands which Assignee desires to relinquish. Any such reassignment shall be free and clear of any burdens, encumbrances or outstanding interest other than those existing on the date hereof. Assignee's liability for failure to comply with the provisions of this paragraph, shall not exceed the cash consideration paid for this assignment.

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States — A Colorado
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation — Case File W-7834
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.
This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

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

Executed this 25th day of October, 1974.

ATTEST:

W. C. Burns, Assistant Secretary

BETA EXPLORATION, INC.

By: [signature]
(Assignee's Signature)

M. H. Brinkerhoff, Vice President
601 Denver Club Building
Denver, Colorado 80202

(Address, include zip code)

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

STATE OF Colorado }
COUNTY OF Denver } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 14th day of October, 19 74, personally appeared R. E. Puckett

and

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

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

My Commission Expires 7/26/76

Vicki E. Gee
Notary Public

GENERAL INSTRUCTIONS

1. *Use of form* — Use only for assignment of record title interest in oil and gas leases. *Do not use for assignments of working or royalty interests, operating agreements, or subleases.* An assignment of record title may only cover lands in *one* lease. If more than one assignment is made out of a lease, file a seperate 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 seperate 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 as to 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 seperate 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 seperate statement *must* be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. *All* interested parties *must* furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, *must* be filed no later than fifteen (15) days after filing assignment.

Form 3106-[redacted]
(February 1971)
FACSIMILE REPRODUCTION by Tatlock's Inc., Denver—266-1681

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

FORM APPROVED
OMB NO. 42-R1599

Serial No. W-30485

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

Chandler & Associates, Inc.
1401 Denver Club Building
Denver, Colorado 80202

155613

RECORDED September 13, 1976 9:00 A M
IN BOOK 53 Oil & Gas Lease PAGE 169
FEES 7.50 Lois J. Yate COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Canton

1. The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective (*date*) September 1, 1971, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 33 North, Range 114 West, 6th P.M.
Section 33: N/2N/2, S/2NW/4

Containing 240.00 acres, more or less
Sublette County, Wyoming

3. What part of assignor(s) record title interest is being conveyed to assignee? (*Give percentage or share*) 50%

4. What part of the record title interest is being retained by assignor(s)? 50%

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*) 5½% of 8/8ths

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

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

Executed this 28th day of October, 1974.

ATTEST:

W. C. Burns
(Assignor's Signature)
W. C. Burns, Assistant Secretary

BETA EXPLORATION, INC.

By: M. H. Brinkerhoff
(Assignor's Address)
M. H. Brinkerhoff, Vice President
601 Denver Club Building
Denver, Colorado 80202
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective DEC 1 1974

By /s/ Philip C. Hamilton
(Authorized Officer)
Chief, Br. of Lands & Minerals Operations
JAN 2 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

169 ASSIGNOR'S COPY

This assignment is made without warranty of title express or implied and is subject to the terms and conditions of all previous obligations to reassign, and Assignee agrees to indemnify and hold Assignor harmless for all liability resulting to Assignor for failure of Assignee, his successors or assigns to comply with these provisions. In the event Assignee shall desire to surrender all or any part of said lands hereby assigned, Assignee agrees to notify Assignor in writing by registered mail at least sixty (60) days prior to the next accruing rental date of Assignee's intention to so relinquish said lands. Assignor shall have thirty (30) days after receipt of such notification within which to notify Assignee in writing by registered mail that said lands are to be reassigned to Assignor, and Assignee shall then reassign to Assignor the lands which Assignee desires to relinquish. It is understood, however, that any liability to Assignee for failure to give such notice shall be limited to the amount paid by Assignee to Assignor for the lands covered by this assignment.

9/1/73

[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.

CORPORATE [illegible]ATIONS
CASE FILE NO. [illegible]23463

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

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

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

Executed this 30th day of October, 19 74

CHANDLER & ASSOCIATES, INC.

Attest:

Hubert L. White, Secretary

BY: Collis P. Chandler

(Assignee's Signature)

Collis P. Chandler, Jr., President

1401 Denver Club Building
Denver, Colorado 80202
(Address, include zip code)

STATE OF COLORADO)
)
CITY AND)
COUNTY OF DENVER) ss.

Be it remembered, that on this 30th day of October, 1974, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Collis P. Chandler, Jr., President of Chandler & Associates, Inc., a Colorado corporation, who is personally known to me to be such officer, and who is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

In testimony whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

My commission expires: June 9, 1977

Notary Public

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

STATE OF COLORADO
COUNTY OF DENVER } ss.

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

On October 28, 1974, before me personally came the above named M. H. Brinkerhoff (who being by me duly swom, did say that he is the Vice President of BETA EXPLORATION, INC.

a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation) who is personally known to me to be the identical person and officer whose name is affixed to the above instrument as Vice President of said corporation, and acknowledged the instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation; that said corporation executed said instrument and that said instrument was executed, signed and sealed on behalf of said corporation by authority of its Board of Directors or by authority of its By-Laws.

My Commission Expires: April 29, 1975

Judith A. Kracher
Notary Public
Residing at: Denver, Colorado

GENERAL INSTRUCTIONS

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

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

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

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

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

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

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

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

PART II

A. *Certification of assignee*

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

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

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

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

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned ESTHER CHORNEY, 380 South Niagara, Denver, Colorado 80224 (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 JUDITH A. BULLER, 2366 South Locust #C, Denver, Colorado 80222 of _____, (hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of One-half of One Percent of Eight-eighths (1/2-1% of 8/8ths) of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to that certain oil and gas lease described as follows:

United States Oil and Gas Lease bearing
Serial No. W-56018, dated September 1, 1976,
covering the following described lands:

Township 37 North, Range 113 West, 6th P.M.

Section 5: Lots 3, 4, $SE\frac{1}{4}$
Section 6: Lots 1, 2
Section 8: $SW\frac{1}{4}$
Section 17: $NW\frac{1}{4}$
Section 19: $S\frac{1}{2}NE\frac{1}{4}$
Section 20: $SW\frac{1}{4}$
Section 29: $W\frac{1}{2}$, $W\frac{1}{2}SE\frac{1}{4}$
Section 30: $E\frac{1}{2}$

155629

RECORDED September 14, 1976 9:00 A.M.
IN BOOK 53 Oil & Gas Lease PAGE 173
FEES $3.75 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by marilyn Benton

Containing 1,469.63 acres, more or less
Sublette County, Wyoming

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 13th day of September, 1976.

Esther C Chorney
ESTHER CHORNEY

STATE OF COLORADO)
COUNTY OF DENVER) ss.

The foregoing instrument was acknowledged before me this 13th day of September, 1976, by ESTHER CHORNEY
Witness my hand and notarial seal.
My commission expires 2-4-78

Lonnie J. Larsen
Notary Public

Producers K 88

OIL AND GAS LEASE

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

AGREEMENT, Made and entered into this 6th day of AUGUST, 19 76
by and between Frank D. Ball III and Margaret S. Ball, husband and wife, P.O. Box 788,
Big Piney, Wyoming 83113
, hereinafter called lessor (whether one or more) and
SEE ATTACHED
, hereinafter called lessee.

INTER-AMERICAN PETROLEUM CORPORATION -- UNDIVIDED 50% INTEREST
609 East Speer Boulevard
Denver, Colorado 80203

THOMAS A. CHORNEY -- UNDIVIDED 50% INTEREST
432 Metro Bank Building
475 - 17th Street
Denver, Colorado 80202

155667

RECORDED September 16, 1976 9:00 A M
IN BOOK 53 Oil & Gas Leases PAGE 175
FEES $6.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

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:

T 33 N - R 112 W

Sec. 28: S½NW¼, SW¼NE¼, SW¼, W½SE¼
29: SE¼NE¼, E½SE¼
32: E½NE¼, SW¼NE¼, S½NW¼, N½S½
33: NW¼, NW¼NE¼

and containing 1040.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of eight (8) 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 August, 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 83113 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of One thousand forty and no/100 - ($1,040.00) - - - - DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired..

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 40 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 40 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit. *

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

*Notwithstanding anything herein to the contrary, the right to pool will be effective only below a depth of 6,000 feet.

[redacted] [redacted] [redacted]/-1032

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.

Frank D. Ball II (SEAL)

FRANK D. BALL II (SEAL)

Margaret S. Ball (SEAL)

MARGARET S. BALL (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF WYOMING }
COUNTY OF SUBLETTE } SS.

Arizona, Colorado, Idaho, Kansas, Montana Nebraska, Nevada, New Mexico, North Dakota, South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 10th day of August, 1976, personally appeared Frank D. Ball and Margaret S. Ball, husband and wife, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they 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.

John J. Kolb
Notary Public

My Commission Expires 3/16/80

(Seal)

John J. Kolb, Notary Public, State of Wyoming, My Commission Expires March 16, 1980

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 ..... 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

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 .....

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

When recorded return to

.....

.....

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

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS: That VINCENT L. WHITE, Executor of the Estate of Catherine R. White, deceased, Assignor, for and in consideration of the sum of One Dollar ($1.00) and other valuable considerations, to him in hand paid, receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, unto ERIC A. WHITE, P. O. Box 234, Casper, Wyoming 82602, Assignee, all of Assignor's right, title and interest in and to those certain overriding royalties set forth on Exhibit "A", attached hereto and made a part hereof, on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the oil and gas leases described thereon covering lands situated in Sublette County, State of Wyoming, and under any extension or renewal thereof, together with all Assignor's right, title and interest in and to any reversionary rights or rights of reassignment affecting the described leases.

EXECUTED This 6th day of July, 1976.

155760

RECORDED Sept 23 19 76 9:20 A M
IN BOOK 53 Oil & Gas Lease PAGE 179
FEES $2.00 Kaci D. Hale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Clinton

Vincent L. White
Vincent L. White, Executor of the Estate of Catherine R. White, deceased.

ACKNOWLEDGEMENT

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 6th day of July, 1976, personally appeared Vincent L. White, Executor of the Estate of Catherine R. White, deceased, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

TONI WOOD — Notary Public
County of Natrona — State of Wyoming
My Commission Expires Sept. 30, 1977

Toni Wood
Notary Public.

EXHIBIT "A"

LEASE SERIAL NO.	DESCRIPTION	PERCENT ORR
W-0317228	Township 28 North, Range 114 West Section 28: E½NW¼ Section 32: Lots 11, 12, 13, 14, 15 Containing 259.37 acres, more or less, in Sublette County, Wyoming	3%

AFFIDAVIT

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

VINCENT L. WHITE, first duly sworn upon oath does depose and say:

1. That he is of legal age and that he resides at 1715 Brookview Drive, Casper, Wyoming 82601.

2. That he is the surviving spouse of Catherine R. White and that she died in Casper, Wyoming, as shown in the attached copy of Death Certificate and that she was a resident of Casper, Natrona County, Wyoming, at the time of her death.

3. That said Catherine R. White died testate but that she left no estate necessitating probate.

4. That all funeral expenses, expenses of last illness and all debts of said decedent have been paid and that there are no creditors of said decedent.

5. That at the time of the death of said Catherine R. White, she was the owner, with others, of certain oil and gas leases.

6. This Affidavit is made for the purpose of inducing the parties involved to waive administration of the Estate of the said Catherine R. White, deceased, and to vest the ownership of the above mentioned oil and gas leases belonging to Catherine R. White, deceased, in Vincent L. White, the surviving spouse of the said Catherine R. White, deceased, and the sole beneficiary named in her Last Will and Testament.

DATED this 6th day of July, 1976.

Vincent L. White
VINCENT L. WHITE

Subscribed and sworn to before me this 6th day of July, 1976, by Vincent L. White.

TOM WOOD — Notary Public
County of Natrona — State of Wyoming
My Commission Expires Sept. 30, 1977

Louis Board
Notary Public

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STATE OF WYOMING
DIVISION OF HEALTH AND MEDICAL SERVICES

CERTIFICATE OF DEATH

TYPE, OR PRINT IN PERMANENT INK SEE HANDBOOK FOR INSTRUCTIONS

LOCAL FILE NUMBER

STATE FILE NUMBER

1. DECEASED—NAME: FIRST Dethorine; MIDDLE Roberts; LAST White
2. SEX: Female
3. DATE OF DEATH (MONTH, DAY, YEAR): June 7, 1975
4. RACE (WHITE, NEGRO, AMERICAN INDIAN, ETC.) (SPECIFY): Caucasian
5. AGE—LAST BIRTHDAY (YEARS): 47
6. IF UNDER 1 YEAR: MOS. / DAYS
7. UNDER 1 DAY: HOURS / MIN.
8. DATE OF BIRTH (MONTH, DAY, YEAR): Mar. 9, 1928
9. COUNTY OF DEATH: Natrona
10. CITY, TOWN, OR LOCATION OF DEATH: Casper
11. INSIDE CITY LIMITS (SPECIFY YES OR NO): Yes
12. HOSPITAL OR OTHER INSTITUTION—NAME (IF NOT IN EITHER, GIVE STREET AND NUMBER): Natrona County Memorial Hospital
13. STATE OF BIRTH (IF NOT IN U.S.A., NAME COUNTRY): Nebraska
14. CITIZEN OF WHAT COUNTRY: U.S.A.
15. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (SPECIFY): Married
16. SURVIVING SPOUSE (IF WIFE, GIVE MAIDEN NAME): Vincent L. White
17. SOCIAL SECURITY NUMBER: 507-24-6745
18a. USUAL OCCUPATION (GIVE KIND OF WORK DONE DURING MOST OF WORKING LIFE, EVEN IF RETIRED): Housewife
18b. KIND OF BUSINESS OR INDUSTRY: none
19. RESIDENCE—STATE: Wyoming
20. COUNTY: Natrona
21. CITY, TOWN, OR LOCATION: Casper
22. INSIDE CITY LIMITS (SPECIFY YES OR NO): Yes
23. STREET AND NUMBER: 1715 Brookview
24. FATHER—NAME: FIRST Donald; MIDDLE ; LAST Spencer
25. MOTHER—MAIDEN NAME: FIRST Mildred; MIDDLE ; LAST Abego
26. INFORMANT—NAME: Vincent L. White
27. MAILING ADDRESS (STREET OR R.F.D. NO., CITY OR TOWN, STATE, ZIP): 1715 Brookview, Casper, Wyoming 82601

PART I. DEATH WAS CAUSED BY:

28. (a) IMMEDIATE CAUSE: Resp. Failure
(b) DUE TO, OR AS A CONSEQUENCE OF: Adenocarcinoma of the lung with metastases to the
(c) DUE TO, OR AS A CONSEQUENCE OF: brain, liver and abdomen

(ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).)

CONDITIONS, IF ANY, WHICH GAVE RISE TO IMMEDIATE CAUSE (a), STATING THE UNDERLYING CAUSE LAST

INTERVAL BETWEEN ONSET AND DEATH: days

PART II. OTHER SIGNIFICANT CONDITIONS: CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO CAUSE GIVEN IN PART I (a).

29. AUTOPSY (YES OR NO): yes
30. WERE FINDINGS CONSIDERED IN DETERMINING CAUSE OF DEATH:
31a. ACCIDENT, SUICIDE, HOMICIDE, OR UNDETERMINED (SPECIFY):
31b. DATE OF INJURY (MONTH, DAY, YEAR):
31c. HOUR:
31d. HOW INJURY OCCURRED (ENTER NATURE OF INJURY IN PART I OR PART II, ITEM 28):
31e. INJURY AT WORK (SPECIFY YES OR NO):
31f. PLACE OF INJURY (HOME, FARM, STREET, FACTORY, OFFICE BLDG., ETC.) (SPECIFY):
31g. LOCATION (STREET OR R.F.D. NO., CITY OR TOWN, STATE):

32. CERTIFICATION—PHYSICIAN: I ATTENDED THE DECEASED FROM November, 1974 TO June 7, 1975
I CERTIFY THAT I HAVE EXAMINED THE BODY OF THE DECEASED AND THAT DEATH OCCURRED AT THE HOUR, ON THE DATE AND DUE TO THE CAUSE(S) STATED.
32a. CERTIFIER—NAME (TYPE OR PRINT): Edward R. Robinson, M.D.
32b. SIGNATURE:
32c. DEGREE OR TITLE:
32d. MAILING ADDRESS (STREET OR R.F.D. NO., CITY OR TOWN, STATE, ZIP): 1715 Brookview, Casper, Wyoming 82601
33. LAST SAW HIM/HER ALIVE ON (MONTH, DAY, YEAR): June 6, 1975
34. I DID/DID NOT VIEW THE BODY AFTER DEATH.
35. DEATH OCCURRED AT (HOUR): 2:00A M.
36. TO THE BEST OF MY KNOWLEDGE, DEATH OCCURRED AT THE TIME, DATE, AND PLACE, AND DUE TO THE CAUSE(S) STATED.
37. SIGNATURE:
38. DATE SIGNED (MONTH, DAY, YEAR): June 7, 1975 3:00 P.M.

39. FINAL DISPOSITION (SPECIFY): Cremation
40. DATE: June 7, 1975
41. CEMETERY OR CREMATORY—NAME: Billings Crematory
42. LOCATION—CITY OR TOWN, STATE: Billings, Montana
43. FUNERAL HOME—NAME AND ADDRESS (STREET OR R.F.D. NO., CITY OR TOWN, STATE, ZIP): Bustard Funeral Home, P.O. Box 2176, Casper, Wyoming 82601
44. REGISTRAR—SIGNATURE:
45. DATE RECEIVED BY LOCAL REGISTRAR: June 18, 1975

THIS IS TO CERTIFY THAT THIS REPRODUCTION IS A TRUE COPY OF A RECORD ON FILE IN VITAL RECORDS SERVICES, DIVISION OF HEALTH AND MEDICAL SERVICES, WYOMING DEPARTMENT OF HEALTH AND MEDICAL SERVICES, CHEYENNE, WYOMING.

DATE ISSUED JUNE 23, 1975

LAWRENCE J. COHEN, M. D.
STATE REGISTRAR

BY
DEPUTY STATE REGISTRAR
VITAL RECORDS SERVICES

IF THIS COPY DOES NOT BEAR A RAISED SEAL AND THE SIGNATURE OF THE DEPUTY STATE REGISTRAR IS NOT IN RED, THIS IS NOT AN OFFICIAL CERTIFIED COPY.

Recorded at .....o'clock.....M., ...

Reception No..... .....Recorder.

Mid-Continent Association Form

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, FRANCIS P O'NEILL 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 ELIZABETH A. CARLSON, A/L (hereinafter called Assignee), interest in and to the oil and gas lease dated Nov. 21st, 1957, from JOSEPH A. MINTON AND BESSIE B. MINTON, lessor, to FRANCIS P O'NEILL, lessee, recorded in book 180 M.L., page 417 insofar as said lease covers the following described land in DUSHETTE County, State of WYOMING:

N 1/2 - SW'/4 AND THE SW'/4 SW'/4.
NW'/4 - SE'/4

of Section 28 Township 27 N Range 113 W: and containing 160 acres, more or less together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

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

EXECUTED, This 2nd day of OCTOBER, 1957.

Edward D. Hunter — Francis P O'Neill

COLORADO INDIVIDUAL ACKNOWLEDGMENT

STATE OF COLORADO, }
.....County of..... } ss.

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

WITNESS my hand and official seal.

My commission expires.....

.....
Notary Public.

ACKNOWLEDGMENT FOR COLORADO CORPORATION

STATE OF COLORADO, }
.....County of..... } ss.

The within and foregoing instrument was acknowledged before me this.....day of ....., 19....., by.....the.....President and....., the Secretary of.....

WITNESS my hand and official seal.

My commission expires.....

.....
Notary Public.

909M ASSIGNMENT OF OIL AND GAS LEASE. —Bradford-Robinson Printing Company, 1824-48 Stout Street, Denver, Colorado

(NEW MEXICO AND WYOMING—SINGLE FORM)

STATE OF Wyoming }
COUNTY OF Sweetwater } ss.

On this 2nd day of Oct., 1967, before me personally appeared Francis P. O'Neill, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Given under my hand and seal this 2nd day of October, 1967.

My commission expires:

1-6-69

Robert W. Evans, Co. Clerk
by Penney Wilder, Deputy
Notary Public.

(WYOMING—CORPORATION FORM)

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

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

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

My commission expires:

.....

Notary Public.

(NEW MEXICO AND WYOMING—FOR HUSBAND AND WIFE)

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

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

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

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

My commission expires:

.....

Notary Public.

STATE OF .....
COUNTY OF ..... } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (General)

Before me, the undersigned, a Notary Public, within and for said County and State, on this ..... day of ....., 19....., personally appeared ..... and .....

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

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

My commission expires.....

Notary Public.

Now residing at.....

Mid-Continent Association Form

No. 15,725

ASSIGNMENT OF OIL AND GAS LEASE

FROM

.....

TO

.....

STATE OF Wyoming }
County of Sweetwater } ss.

This instrument was filed for record on the 24th day of August, 19 76, at 9:40 o'clock A M., and duly recorded in Book 533 Page 183 of the records of this office.

Lou O. Yoakie
County Clerk—Register of Deeds.
By Annabelle Panton
Deputy.

When Recorded
Return to F. P. O'Neill
317 So. Center
Rawlins, Wyo.

4-65 BRADFORD-ROBINSON PTG. CO., DENVER

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: JOHN H. MELBY, an individual, and ALAN R. SMITH, an individual, both of Denver, Colorado, hereinafter called "Assignee", whether one or more, overriding royalty interests to each of the Assignees as set forth on Exhibit "A" attached hereto and made a part hereof, being their designated interests of all oil, gas and casinghead gas produced, saved and marketed form the following 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 the 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 17th day of August, 1976.

DAVIS OIL COMPANY, a Partnership

By _____
Marvin Davis, Attorney in Fact

STATE OF COLORADO)
: SS.
CITY & COUNTY OF DENVER)

On this 17th day of August, 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 herein set forth.

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

_____
Notary Public

My Commission Expires
June 4, 1980

155836

RECORDED September 27 19 76 9:00 A M
IN BOOK 53 Oil & Gas Lse PAGE 185
FEES $16.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

EXHIBIT "A"

SUBLETTE COUNTY, WYOMING

DAVIS LEASE NO.	LESSOR	ASSIGNEE	ORR INTEREST ASSIGNED	LEASE TERM	DESCRIPTION
D-5489 TR 1	USA W-3336	John H. Melby Alan R. Smith	.375% .375%	1/1/67-12/31/76	Township 31 North, Range 113 West Section 1: Lots 1, 2, 3, 4, S½N½, S½ Section 2: Lots 1, 2, 3, S½NE¼, E½SW¼, SE¼ Section 11: NE¼, E½W½, N½SE¼, SW¼SE¼ Section 12: All
D-5490	USA W-17201	John H. Melby Alan R. Smith	.375% .375%	2/1/69-1/31/79	Township 31 North, Range 113 West Section 4: Lots 3, 4, S½NW¼, SW¼ Section 5: Lots 1, 2, 3, 4, S½N½, S½
D-5491 TR 1	USA W-8722-A	John H. Melby Alan R. Smith	.375% .375%	11/1/67-10/31/77	Township 31 North, Range 113 West Section 7: Lots 1, 2, 3, 4, E½W½, E½
D-5492	USA W-16814	John H. Melby Alan R. Smith	.46875% .46875%	1/1/69-12/31/78	Township 32 North, Range 113 West Section 8: SE¼SE¼ Section 10: Lot 4, SW¼NW¼, W½SW¼ Section 15: E½SW¼, SW¼SW¼
D-5492-1	USA W-53518	John H. Melby Alan R. Smith	.375% .375%	1/1/69-12/31/78	Township 32 North, Range 113 West Section 18: Lots 3, 4, E½W½, E½
D-5493	USA W-0321454	John H. Melby Alan R. Smith	.46875% .46875%	1/1/66-12/31/77	Township 32 North, Range 113 West Section 9: E½SE¼ Section 20: NW¼NE¼, W½, SE¼SE¼ Section 21: NE¼NE¼, S½NE¼, NE¼SW¼, S½SW¼, SE¼ Section 28: All
D-5493-1	USA W-53513	John H. Melby Alan R. Smith	.09375% .09375%	1/1/66-12/16/77	Township 32 North, Range 113 West Section 30: E½E½, W½SE¼
D-5494	USA W03801	John H. Melby Alan R. Smith	.46875% .46875%	2/1/67-1/31/77	Township 32 North, Range 113 West Section 9: Lots 1, 2, S½NE¼, SW¼SW¼, E½SW¼, W½SE¼ Section 17: E½, SW¼
D-5494-1 TR 1	USA W-53516	John H. Melby Alan R. Smith	.375% .375%	2/1/67-12/16/77	Township 32 North, Range 113 West Section 7: Lots 4, 5, 6, E½SW¼, S½SE¼ Section 19: All

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EXHIBIT "A"

SUBLETTE COUNTY, WYOMING

VIS E NO.	LESSOR	ASSIGNEE	ORR INTEREST ASSIGNED	LEASE TERM	DESCRIPTION
5494-1 2	USA W-53516	John H. Melby Alan R. Smith	.46875% .46875%	2/1/67-12/16/77	Township 32 North, Range 113 West Section 30: W½NE¼
5495	USA W-0321457	John H. Melby Alan R. Smith	.46875% .46875%	1/1/66-12/31/77	Township 32 North, Range 113 West Section 22: All Section 32: All
-5496	USA W-0321455	John H. Melby Alan R. Smith	.46875% .46875%	2/1/66-1/31/78	Township 32 North, Range 113 West Section 29: S½
-5496-1	USA W-53514	John H. Melby Alan R. Smith	.46875% .46875%	2/1/66-12/16/77	Township 32 North, Range 113 West Section 31: SE¼
-5500 R 1	USA W-17202-A	John H. Melby Alan R. Smith	.375% .375%	2/1/69-1/31/79	Township 31 North, Range 113 West Section 8: All
03	St. Wyo. 69-2907	John H. Melby Alan R. Smith	.46875% .46875%	1/2/69-1/2/79	Township 32 North, Rante 113 West Section 16: S½
-4943	USA W-40983	John H. Melby Alan R. Smith	.46875% .46875%	9/1/73-8/31/83	Township 32 North, Range 113 West Section 27: W½NE¼
-4943-1	USA W-53519	John H. Melby Alan R. Smith	.375% .375%	9/1/73-8/31/83	Township 31 North, Range 113 West Section 4: Lots 1, 2, S½NE¼, SE¼
-4812	USA W-34971	John H. Melby Alan R. Smith	.46875% .46875%	6/1/72-5/31/82	Township 32 North, Range 113 West Section 10: S½NE¼, SE¼NW¼, E½SW¼ N½SE¼ Section 15: S½NE¼, NE¼NE¼, NW¼NW¼, SE¼

INSOFAR AND ONLY INSOFAR AS ABOVE LEASES ARE LIMITED TO DEPTHS FROM THE SURFACE OF THE EARTH DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 14,940 FEET AS DRILLED IN DAVIS OIL COMPANY'S ASPEN RIDGE UNIT WELL.

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EXHIBIT "A"

SUBLETTE COUNTY, WYOMING

DAVIS LEASE NO.	LESSOR	ASSIGNEE	ORR INTEREST ASSIGNED	LEASE TERM	DESCRIPTION
D-5497	USA W-0321456	John H. Melby Alan R. Smith	.46875% .46875%	1/1/66-12/31/77	Township 32 North, Range 113 West Section 29: N½
D-5497-1	USA W-53515	John H. Melby Alan R. Smith	.09375% .09375%	1/1/66-12/16/77	Township 32 North, Range 113 West Section 31: NE¼
D-5499	USA W-8873	John H. Melby Alan R. Smith	.234375% .234375%	11/1/67-10/31/77	Township 32 North, Range 113 West Section 27: W½, SE¼, E½NE¼ Section 34: NE¼
D-5499-1 TR 1	USA W-53517	John H. Melby Alan R. Smith	.375% .375%	11/1/67-12/16/77	Township 32 North, Range 113 West Section 26: SW¼NW¼
D-5499-1 TR 2	USA W-53517	John H. Melby Alan R. Smith	.234375% .234375%	11/1/67-12/16/77	Township 32 North, Range 113 West Section 26: NE¼, E½NW¼, NW¼NW¼
D-5501	USA W-8874	John H. Melby Alan R. Smith	.234375% .234375%	11/1/67-10/31/77	Township 32 North, Range 113 West Section 14: All INSOFAR AND ONLY INSOFAR AS ABOVE LEASES ARE LIMITED TO DEPTHS FROM THE SURFACE OF THE EARTH DOWN TO 5,100 FEET, OR THE STRATIGRAPHIC EQUIVALENT OF THE FORT UNION SAND.
D-5502 TR 1	USA W-2114	John H. Melby Alan R. Smith	.375% .375%	11/1/66-10/31/76	Township 31 North, Range 113 West Section 10: S½SW¼
D-5502 TR 2	USA W-2114	John H. Melby Alan R. Smith	.1875% .1875%	11/1/66-10/31/76	Township 31 North, Range 113 West Section 3: SW¼ Section 10: N½SW¼, NW¼ INSOFAR AND ONLY INSOFAR AS ABOVE LEASES ARE LIMITED TO DEPTHS FROM THE SURFACE OF THE EARTH DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 4,410 FEET BELOW THE SURFACE.

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EXHIBIT "A"

SUBLETTE COUNTY, WYOMING

DAVIS LEASE NO.	LESSOR	ASSIGNEE	ORR INTEREST ASSIGNED	LEASE TERM	DESCRIPTION
[redacted]5498 [redacted]1	USA W-2113	John H. Melby Alan R. Smith	.375% .375%	11/1/66-10/31/76	Township 31 North, Range 113 West Section 11: W½SW¼
D-5498 TR 2	USA W-2113	John H. Melby Alan R. Smith	.1875% .1875%	11/1/66-10/31/76	Township 31 North, Range 113 West Section 2: Lot 4, W½SW¼ Section 3: SE¼ Section 10: E½ Section 11: W½W½ INSOFAR AND ONLY INSOFAR AS ABOVE LEASES ARE LIMITED TO DEPTHS FROM THE SURFACE OF THE EARTH DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 4,710 FEET BELOW THE SURFACE.

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 & Co., a Partnership, MARLIS E. SMITH, an individual, JOHN H. MELBY, an individual, and ALAN R. SMITH, an individual, all of Denver, Colorado, hereinafter called "Assignee", whether one or more, overriding royalty interests to each of the Assignees as set forth on Exhibit "A" attached hereto and made a part hereof, being their designated interests of all oil, gas and casinghead gas produced, saved and marketed from the following 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 the 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 17th day of August, 1976.

DAVIS OIL COMPANY, a Partnership

By _____
Marvin Davis, Attorney in Fact

STATE OF COLORADO)
: SS.
CITY & COUNTY OF DENVER)

On this 17th day of August, 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 herein set forht.

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

_____
Notary Public

My Commission Expires:
June 4, 1980

155837

RECORDED September 27, 19 76 9:00 A M
IN BOOK 53 Oil & Gas Lease PAGE 190
FEES $16.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

EXHIBIT "A"

SUBLETTE COUNTY, WYOMING

DAVIS LEASE NO.	LESSOR	ASSIGNEE	ORR INTEREST ASSIGNED	LEASE TERM	DESCRIPTION
[redacted]-6528	USA W-8725	Paul Messinger & Co. Marlis E. Smith John H. Melby Alan R. Smith	.5% .5% .25% .25%	10/1/67-9/31/77	Township 33 North, Range 113 West Section 3: Lots 1, 2 Township 34 North, Range 113 West Section 20: N½NE¼, NW¼, NW¼SW¼ Section 28: NW¼, S½ Section 34: NW¼, W½SW¼, SE¼
D-6529	USA W-9573	Paul Messinger & Co. Marlis E. Smith John H. Melby Alan R. Smith	.5% .5% .25% .25%	12/1/67-11/31/77	Township 33 North, Range 113 West Section 17: W½NE¼, W½, SE¼ Section 20: N½, SW¼, N½SE¼ Section 21: N½, NW¼SW¼
D-6530	USA W-20566	Paul Messinger & Co. Marlis E. Smith John H. Melby Alan R. Smith	.5% .5% .25% .25%	10/1/69-9/31/79	Township 31 North, Range 114 West Section 25: NE¼SE¼, SW¼
D-6531	Ruth E. O'Neil Myers	Paul Messinger & Co. Marlis E. Smith John H. Melby Alan R. Smith	.5% .5% .25% .25%	8/28/69-8/28/79	Township 33 North, Range 113 West Section 4: Lots 1, 2, S½NE¼ Township 34 North, Range 113 West Section 17: SW¼NW¼, N½SW¼ Section 18: SE¼NE¼, W½NE¼, E½NW¼ Lots 3, 4, E½SW¼, SW¼SE¼ NE¼SE¼ Section 20: SW¼NE¼, E½SW¼, SE¼ Section 21: SE¼NE¼, W½SW¼, NE¼SW¼, NW¼SE¼ Section 29: SW¼SE¼ Section 32: NE¼, N½SE¼, SE¼SE¼ Section 33: SW¼, SW¼SE¼

EXHIBIT "A"

SUBLETTE COUNTY, WYOMING

DAVIS LEASE NO.	LESSOR	ASSIGNEE	ORR INTEREST ASSIGNED	LEASE TERM	DESCRIPTION
D-6532	USA W-23375	Paul Messinger & Co. Marlis E. Smith John H. Melby Alan R. Smith	.5% .5% .25% .25%	4/1/70-3/31/80	Township 34 North, Range 113 West Section 31: Lots 1, 2, 3, 4, SE¼NW¼ E½SW¼, W½SE¼, SE¼SE¼
D-6533	USA W-8725	Paul Messinger & Co. Marlis E. Smith John H. Melby Alan R. Smith	.5% .5% .25% .25%	10/1/67-9/31/77	Township 33 North, Range 113 West Section 3: S½NE¼ Section 9: E½, N½NW¼, SE¼NW¼, S½SW¼ Section 10: S½N½, N½NW¼, NW¼SW¼, S½SW¼, NE¼SE¼
D-6534	USA W-16813	Paul Messinger & Co. Marlis E. Smith John H. Melby Alan R. Smith	.5% .5% .25% .25%	1/1/69-12/31/79	Township 31 North, Range 112 West Section 7: Lots 3, 4 Section 18: Lot 1
D-6535	USA W-14186	Paul Messinger & Co. Marlis E. Smith John H. Melby Alan R. Smith	.5% .5% .25% .25%	8/1/68-7/31/78	Township 31 North, Range 113 West Section 20: S½SW¼, NE¼SW¼, N½SE¼ SW¼SE¼ Section 21: SW¼NW¼, NE¼SW¼, W½SE¼ Section 28: N½NW¼ Section 30: SE¼, S½NE¼
D-6536	St. Wyo. 67-7795	Paul Messinger & Co. Marlis E. Smith John H. Melby Alan R. Smith	.5% .5% .25% .25%	9/2/67-9/2/77	Township 34 North, Range 113 West Section 31: NE¼SE¼
D-6537	St. Wyo. 67-662	Paul Messinger & Co. Marlis E. Smith John H. Melby Alan R. Smith	.5% .5% .25% .25%	1/2/67-1/2/77	Township 33 North, Range 113 West Section 26: SE¼, S½NE¼, E½SW¼, SE¼NW¼ SW¼SW¼, N½N½, SW¼NW¼, NW¼SW¼

EXHIBIT "A"

SUBLETTE COUNTY, WYOMING

DAVIS LEASE NO.	LESSOR	ASSIGNEE	ORR INTEREST ASSIGNED	LEASE TERM	DESCRIPTION
[redacted]-6538	USA W-8297	Paul Messinger & Co. Marlis E. Smith John H. Melby Alan R. Smith	.5% .5% .25% .25%	10/1/67-9/31/77	Township 33 North, Range 113 West Section 5: Lots 1, 4, S½NW¼, SE¼NE¼ E½SE¼ Section 8: NE¼NE¼, S½SW¼, SW¼SE¼ Section 18: E½ Section 19: E½ Section 29: NW¼ Section 30: NE¼ Township 34 North, Range 114 West Section 12: NW¼NE¼
D-6539	USA W-17202	Paul Messinger & Co. Marlis E. Smith John H. Melby Alan R. Smith	.5% .5% .25% .25%	2/1/69-1/31/79	Township 31 North, Range 113 West Section 20: SE¼NE¼, SE¼SE¼
[redacted]-6540	USA W-8160	Paul Messinger & Co. Marlis E. Smith John H. Melby Alan R. Smith	.5% .5% .25% .25%	10/1/67-9/31/77	Township 34 North, Range 113 West Section 23: SW¼SE¼
D-6541	USA W-21423	Paul Messinger & Co. Marlis E. Smith John H. Melby Alan R. Smith	.5% .5% .25% .25%	11/1/69-10/31/79	Township 31 North, Range 113 West Section 15: N½NW¼
D-6542	St. Wyo. 71-15302	Paul Messinger & Co. Marlis E. Smith John H. Melby Alan R. Smith	.5% .5% .25% .25%	10/2/71-10/2/81	Township 31 North, Range 113 West Section 16: N½
D-6543	Gordon Mickelson et ux Recorded in Book 48 at Page 467	Paul Messinger Marlis E. Smith John H. Melby Alan R. Smith	.5% .5% .25% .25%	7/31/72-7/31/77	Township 31 North, Range 113 West Section 17: S½SE¼ Section 19: SE¼ Section 20: NW¼, NW¼SW¼, W½NE¼, NE¼NE¼ Section 21: NW¼NW¼, E½NW¼, W½NE¼

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EXHIBIT "A"

SUBLETTE COUNTY, WYOMING

DAVIS LEASE NO.	LESSOR	ASSIGNEE	ORR INTEREST ASSIGNED	LEASE TERM	DESCRIPTION
D-6544	USA W-10620	Paul Messinger & Co. Marlis E. Smith John H. Melby Alan R. Smith	.5% .5% .25% .25%	2/1/68-1/31/78	Township 31 North, Range 113 West Section 14: W½
D-6545	St. Wyo. 71-15576	Paul Messinger & Co. Marlis E. Smith John H. Melby Alan R. Smith	.5% .5% .25% .25%	10/2/71-10/2/81	Township 31 North, Range 114 West Section 36: W½
D-6546	St. Wyo. 67-7816	Paul Messinger & Co. Marlis E. Smith John H. Melby Alan R. Smith	.5% .5% .25% .25%	10/2/67-10/2/77	Township 33 North, Range 113 West Section 22: S½NE¼, SE¼NW¼, E½SW¼, SE¼
D-5489 TR 2	USA W-3336	Paul Messinger & Co. Marlis E. Smith John H. Melby Alan R. Smith	.5% .5% .25% .25%	1/1/67-12/31/76	Township 31 North, Range 113 West Section 13: SW¼NW¼, N½SW¼, SE¼SW¼ Section 14: NW¼NE¼, S½NE¼, NE¼SE¼ DEPTH LIMITED FROM THE SURFACE OF THE GROUND DOWN TO 14,940 FEET BELOW SURFACE.
D-5491 TR 2	USA W-8722-A	Paul Messinger & Co. Marlis E. Smith John H. Melby Alan R. Smith	.5% .5% .25% .25%	11/1/67-10/31/77	Township 31 North, Range 113 West Section 18: Lots 1, 2, E½NW¼, NE¼ DEPTH LIMITED FROM THE SURFACE OF THE GROUND TO 14,940 FEET BELOW THE SURFACE.
D-5500 TR 2	USA W-17202-A	Paul Messinger & Co. Marlis E. Smith John H. Melby Alan R. Smith	.5% .5% .25% .25%	2/1/69-1/31/79	Township 31 North, Range 113 West Section 17: N½, N½S½, SE¼SW¼ Section 21: W½SW¼, SE¼SW¼ DEPTH LIMITED FROM THE SURFACE OF THE GROUND TO 14,940 FEET BELOW THE SURFACE.
D-5502 TR 3	USA W-2114	Paul Messinger & Co. Marlis E. Smith John H. Melby Alan R. Smith	.25% .25% .125% .125%	11/1/66-10/31/76	Township 31 North, Range 113 West Section 15: N½NE¼ DEPTH LIMITED FROM THE SURFACE OF THE GROUND TO 4,410 FEET BELOW THE SURFACE.

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PRODUCERS 88-BH 80

KINTZELS-CASPER

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 10th day of July, 19 76

by and between Robert W. Wagstaff and his wife, Katherine Hall Wagstaff,

6101 Mission Drive,

of Shawnee Mission, Kansas 66202, 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, 6th P.M.

Section 21: $N\frac{1}{2}$, $N\frac{1}{2}SW\frac{1}{4}$ (Excepting 300 feet N and S and 200 feet E and W situated in SW corner of $SW\frac{1}{4}NW\frac{1}{4}$)

Section 22: $W\frac{1}{2}NW\frac{1}{4}$

It is agreed that this Oil and Gas Lease is subject to that certain Letter Agreement dated July 10, 1976 between the parties named herein.

and containing -480- acres, more or less. It is agreed that this lease shall remain in force for a term of Five years from date, and as long thereafter as oil 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 10th day of July, 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 Livestock National Bank at Kansas City, Kansas 64108 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of -Four Hundred Eighty & NO/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 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.

Northwest Exploration Company (SEAL)

By: D. J. Eckelberg (SEAL)
Vice President

ATTEST: Betty R. Burnett (SEAL)
Assistant Secretary

X Robert W. Wagstaff (SEAL)
Robert W. Wagstaff

X Katherine Hall Wagstaff (SEAL)
Katherine Hall Wagstaff

STATE OF ~~Wyoming~~ Kansas
COUNTY OF ~~Sublette~~ Johnson } SS.

Arizona, Colorado, Idaho, Kansas, Montana Nebraska, Nevada, New Mexico, North Dakota, South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 10th day of July, 19 76, personally appeared Robert W. Wagstaff and his wife, Katherine Hall Wagstaff, 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 28, 1980

Robert L. Woodward
Notary Public

ROBERT L. WOODWARD
JOHNSON COUNTY, KANSAS
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

155911

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

No. of acres _____ County _____

Term _____

STATE OF Wyoming
COUNTY OF Lincoln } SS.

This instrument was filed for record on the 1st day of October, 19 76, at 9 o'clock A M., and duly recorded in Book 53, Page 195 of the records of this office.

Lyle Q. Kyle
County Clerk—Register of Deeds.

By Marilyn Renlund
Deputy.

When Recorded Return to _____

STATE OF Colorado
COUNTY OF Denver } SS.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this 19th day of August, 19 76, before me appeared D. J. Eckelberg, to me personally known, who, being by me duly sworn, did say that he is Vice President of Northwest Exploration Company, 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 D. J. Eckelberg 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 July 24, 1978

Carol A Yates
Notary Public

Prod. 88 BH 60

PRODUCERS 88 RH 80

KINTZELS-CASPER

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 10th day of July, 19 76

by and between Robert W. Wagstaff and his wife, Katherine Hall Wagstaff,

6101 Nieman Drive

of Shawnee Mission, Kansas 66202, 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, 6th P.M.
Section 22: NE¼, E½NW¼
Section 23: W½NW¼

It is agreed that this Oil and Gas Lease is subject to that certain Letter Agreement dated July 10, 1976 between the parties named herein.

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 10th day of July, 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 Livestock National Bank at Kansas City, Kansas 64108 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Three Hundred Twenty & NO/100- - - -

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.

Northwest Exploration Company (SEAL)

By: D. J. Eckelberg (SEAL)
Vice President

ATTEST: Betty R Russell Assistant (SEAL)
Secretary (SEAL)

X Robert W Wagstaff (SEAL)
Robert W. Wagstaff (SEAL)

X Katherine Hall Wagstaff (SEAL)
Katherine Hall Wagstaff (SEAL)

STATE OF ~~Wyoming~~ Kansas }
COUNTY OF ~~Sublette~~ Johnson } SS.

Arizona, Colorado, Idaho, Kansas, Montana Nebraska, Nevada, New Mexico, North Dakota, South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 10th day of July, 19 76, personally appeared Robert W. Wagstaff and his wife, Katherine Hall Wagstaff, 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 15, 1980

Notary Public

ROBERT L. WOODWARD
JOHNSON COUNTY, KANSAS
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

15591?

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

County _____

Term _____

STATE OF Wyoming }
COUNTY OF Sublette } SS.

This instrument was filed for record on the 1st day of October, 19 76, at 9 o'clock A.M., and duly recorded in Book 53, Page 127 of the records of this office.

Lee G. Clarke
County Clerk—Register of Deeds.

By Marilyn Renton
Deputy.

When Recorded Return to _____

Fee 4.50

STATE OF Colorado }
City & COUNTY OF Denver } SS.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this 19th day of August, 19 76, before me appeared D. J. Eckelberg, to me personally known, who, being by me duly sworn, did say that he is Vice President of Northwest Exploration Company, 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 D. J. Eckelberg 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 July 24, 1978.

Carol A Yates
Notary Public

Prod. 88 BH 80

PRODUCERS 44-BH 80 [redacted] [redacted] [redacted] KINTZELS-CASPER

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 10th day of July, 19 76

by and between Robert W. Wagstaff and his wife, Katherine Hall Wagstaff,

6101 Mission Drive,

of Shawnee Mission, Kansas 66202, 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, 6th P.M.

Section 23: N½NE¼, SW¼NE¼, SE¼NW¼, W½SE¼, SE¼SE¼; Section 25: SE¼NE¼; Section 26: NE¼NE¼

It is agreed that this oil and gas lease is subject to that certain letter agreement, dated July 10, 1976, between the parties named herein.

K. H.W

and containing -360- acres, more or less. It is agreed that this lease shall remain in force for a term of Five years from date, and as long thereafter as oil 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 10th day of July, 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 Livestock National Bank at Kansas City, Kansas 64108 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Three Hundred Sixty & 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 succesaively. 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 320 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.

Northwest Exploration Company (SEAL)
By: D. J. Eckelberg (SEAL)
Vice President
(SEAL)
ATTEST: Betty R Bussett, Assistant Secretary (SEAL)

X Robert W Wagstaff (SEAL)
Robert W. Wagstaff (SEAL)
X Katherine Hall Wagstaff (SEAL)
Katherine Hall Wagstaff (SEAL)

STATE OF ~~Wyoming~~ Kansas }
COUNTY OF ~~Sublette~~ Johnson } SS.

Arizona, Colorado, Idaho, Kansas, Montana Nebraska, Nevada, New Mexico, North Dakota, South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 10th day of July, 19 76, personally appeared Robert W. Wagstaff and His wife, Katherine Hall Wagstaff, 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 March 28, 1980

Robert E. Woodward
Notary Public

ROBERT E. WOODWARD
JOHNSON COUNTY, KANSAS
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 Wyoming }
COUNTY OF Sublette } SS.

This instrument was filed for record on the 1st day of October, 19 76, at 9 o'clock A M., and duly recorded in Book 53, Page 199 of the records of this office.

Dec 9.

By Yake
County Clerk—Register of Deeds.

Fee $4.50

By Marilyn Bolton
Deputy.

When Recorded Return to .....

155913

STATE OF Colorado }
COUNTY OF Denver } SS.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this 19th day of August, 1976, before me appeared D. J. Eckelberg, to me personally known, who, being by me duly sworn, did say that he is Vice President of Northwest Exploration Company, 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 D. J. Eckelberg 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 July 24, 1978

Carol A Yates
Notary Public

Prod. 88 BH 80

NORTHWEST PIPELINE CORPORATION

TO: PETRO-SEARCH, INC.
THE GRAYROCK CORPORATION
ADOBE OIL & GAS CORPORATION
C F BRAUN & CO
NRM PETROLEUM CORPORATION

MEMORANDUM
DATED:
FILED:
RECORDED:

MEMORANDUM GIVING NOTICE OF GAS PURCHASE CONTRACT

STATE OF WYOMING

COUNTY OF SUBLETTE

WHEREAS, NORTHWEST PIPELINE CORPORATION ("Northwest") and Petro-Search, Inc., The Grayrock Corporation, Adobe Oil & Gas Corporation, C F Braun & Co., and NRM Petroleum Corporation, as Seller, made and entered into a certain Gas Purchase Contract dated 9-7-76, (the "Gas Purchase Contract") providing for the sale by Seller to Northwest of gas to be produced and saved from the Seller's properties in Sublette County, Wyoming, described in Exhibit "A" attached hereto and made a part hereof (which Exhibit "A" hereto is a copy of the Exhibit "A" attached to the Gas Purchase Contract) for a term and upon the terms and conditions set out in the Gas Purchase Contract; and,

WHEREAS, it is the desire of Seller and Northwest, as parties to the Gas Purchase Contract, to acknowledge its existence in recordable form:

NOW, THEREFORE, the undersigned Seller named in the Gas Purchase Contract and Northwest do hereby:

1. Acknowledge the execution of the Gas Purchase Contract as set out above;

2. Refer to the Gas Purchase Contract for all its terms and provisions and incorporate the same by reference as fully as if it were copied at length herein; and,

3. Acknowledge that Exhibit "A" attached to this instrument is the same as that described in and attached to the Gas Purchase Contract and that Seller's interest in said leases and properties is dedicated to the Gas Purchase Contract to the extent set out in said Contract.

155914

RECORDED October 1, 19 76 9:00 AM
IN BOOK 53 Oil & Gas Lse PAGE 201
FEES $20.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

This Memorandum shall not be deemed to enlarge, restrict or change the rights of any of the parties to said Gas Purchase Contract, but is for the purpose of giving record notice of the existence of the Contract in lieu of recording it at length.

EXECUTED in multiple copies, each of which may be used as an original, this 7th day of September 1976.

ATTEST:

Barbara Moreno

NORTHWEST PIPELINE CORPORATION

By R. W. Kremer

Approved as to form
9-8-76
Dept.

ATTEST:

N. H. Monce, Assistant Secretary

PETRO-SEARCH, INC.

M.G.M.
O. & G.

By James K. Munn
James K. Munn, Vice President

ATTEST:

THE GRAYROCK CORPORATION

By _____

ATTEST:

ADOBE OIL and GAS COMPANY

By _____

ATTEST:

C. F. BRAUN & COMPANY

By _____

ATTEST:

NRM PETROLEUM CORPORATION

By _____

This Memorandum shall not be deemed to enlarge, restrict or change the rights of any of the parties to said Gas Purchase Contract, but is for the purpose of giving record notice of the existence of the Contract in lieu of recording it at length.

EXECUTED in multiple copies, each of which may be used as an original, this 7th day of September 1976.

ATTEST:

Barbara Moreno

NORTHWEST PIPELINE CORPORATION

By R. W. Reeves

Approved as to form 9-8-76 Dept.

ATTEST:

PETRO-SEARCH, INC.

Mew OGC

By _____

ATTEST:

William T. Drozd

THE GRAYROCK CORPORATION

By _____

John S. Nichols, Vice President

ATTEST:

ADOBE OIL and GAS COMPANY

By _____

ATTEST:

C. F. BRAUN & COMPANY

By _____

ATTEST:

NRM PETROLEUM CORPORATION

By _____

This Memorandum shall not be deemed to enlarge, restrict or change the rights of any of the parties to said Gas Purchase Contract, but is for the purpose of giving record notice of the existence of the Contract in lieu of recording it at length.

EXECUTED in multiple copies, each of which may be used as an original, this 9th day of September 1976.

ATTEST:

Barbara Moreno

NORTHWEST PIPELINE CORPORATION

By R. W. Risener

Approved as to form
9-8-76
Dept.
O. G. C.

ATTEST:

PETRO-SEARCH, INC.

By

ATTEST:

THE GRAYROCK CORPORATION

By

ATTEST:

ASS'T. SECRETARY

ADOBE OIL & GAS CORPORATION

By
Vice President

ATTEST:

C. F. BRAUN & COMPANY

By

ATTEST:

NRM PETROLEUM CORPORATION

By

This Memorandum shall not be deemed to enlarge, restrict or change the rights of any of the parties to said Gas Purchase Contract, but is for the purpose of giving record notice of the existence of the Contract in lieu of recording it at length.

EXECUTED in multiple copies, each of which may be used as an original, this 7th day of September 1976.

ATTEST:

Barbara Moreno

NORTHWEST PIPELINE CORPORATION

By R. W. Keener

Approved as to form
9-8-76
Dept.
Mem
O. G. C.

ATTEST:

PETRO-SEARCH, INC.

By _____

ATTEST:

THE GRAYROCK CORPORATION

By _____

ATTEST:

ADOBE OIL and GAS COMPANY

By _____

ATTEST:

C F BRAUN & CO

By _____
ATTORNEY-IN-FACT

ATTEST:

NRM PETROLEUM CORPORATION

By _____

This Memorandum shall not be deemed to enlarge, restrict or change the rights of any of the parties to said Gas Purchase Contract, but is for the purpose of giving record notice of the existence of the Contract in lieu of recording it at length.

EXECUTED in multiple copies, each of which may be used as an original, this 7th day of September 1976.

ATTEST:

Barbara Moreno

NORTHWEST PIPELINE CORPORATION

By R. W. Kremer

Approved as to form 9-8-76 Dept. mam Q.G.C.

ATTEST:

PETRO-SEARCH, INC.

By

ATTEST:

THE GRAYROCK CORPORATION

By

ATTEST:

ADOBE OIL and GAS COMPANY

By

ATTEST:

C. F. BRAUN & COMPANY

By

ATTEST:

NRM PETROLEUM CORPORATION

By D. G. Griffin

Assistant Secretary

D. G. Griffin, Vice President

STATE OF UTAH

COUNTY OF SALT LAKE

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared K. W Kreiner, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Northwest Pipeline Corporation a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of September, 1976.

Dorothy Sheldon
Notary Public
Residing at

My Commission expires April 30, 1978

STATE OF COLORADO

COUNTY OF DENVER

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared James K. Munn, 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 Petro-Search, Inc., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9th day of August, 1976.

Sharon Schmidt
Notary Public
Residing at Denver, Colorado

My Commission expires January 17, 1979

STATE OF UTAH

COUNTY OF SALT LAKE

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared K. W. Peeler, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Northwest Pipeline Corporation, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of September, 1976.

Dorothy Peterson
Notary Public
Residing at

My Commission expires April 20, 1978

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared John S. Nichols, 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 Grayrock Corporation, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20th day of August, 1976.

Jan Patrick
Notary Public
Residing at 4619 Westlandie
Dallas, Texas 75209

My Commission expires October 13, 1977

JAN PATRICK, Notary Public
in and for Dallas County, Texas
My Commission Expires October 13, 1977

STATE OF UTAH

COUNTY OF SALT LAKE

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared R. W. Keener, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Northwest Pipeline Corporation, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of September, 1976.

Dorothy Swibrick
Notary Public
Residing at

My Commission expires April 20, 1978

STATE OF Texas

COUNTY OF Midland

BEFORE ME, the undersigned authority, a Notary Public in and for ~~said~~ County and State, on this day personally appeared M. D. Rogers, 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 Adobe Oil & Gas Corporation, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26th day of July, 1976.

Joan Jamieson
Notary Public,
Residing at Midland County, Texas

My Commission expires 6-23-77

STATE OF UTAH

COUNTY OF SALT LAKE

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared R. W. Huener, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Northwest Pipeline Corporation, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9th day of September, 1976.

Dorothy Perkins
Notary Public
Residing at

My Commission expires April 20, 1978

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

ON July 28, 19 76

before me, the undersigned, a Notary Public in and for said State, personally appeared D B Houge, known to me to be the person whose name is subscribed to the within instrument, as Attorney-in-Fact of **C F Braun & Co**, a corporation, and acknowledged to me that he subscribed the name of **C F Braun & Co** thereto as principal, and his own name as Attorney-in-Fact.

OFFICIAL SEAL
Levanche T. Behler
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires June 21, 1980

WITNESS my hand and official seal.

Levanche T Behler
Notary Public in and for said State

Notary Public
Residing at

My Commission expires _____

STATE OF UTAH

COUNTY OF SALT LAKE

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared R. W. Keener, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Northwest Pipeline Corporation, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of September, 1976.

Dorothy Smithson
Notary Public
Residing at

My Commission expires April 10, 1978

STATE OF TEXAS

COUNTY OF MIDLAND

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared D. G. GRIFFIN, VICE PRESIDENT, 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 NRM PETROLEUM CORPORATION, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of August, 1976.

Roberta Worrell
Notary Public
Residing at Midland
County, Texas

My Commission expires June 1, 1977

EXHIBIT A

GAS PURCHASE CONTRACT

DATED 9-7-76

between

NORTHWEST PIPELINE CORPORATION

and

PETRO-SEARCH, INC., et al

Description	County and State	Gross Acres	Interest	Net Acres	Lease Expiration Date
	Sublette County, Wyoming				
Section 32-T28N-R114W Lots 11, 12, 13, 18, 19 & 20		241.62	100%	241.62	

(All formations down to and including the base of the Bear River Formation)

NORTHWEST PIPELINE CORPORATION

MEMORANDUM
DATED:
FILED:
RECORDED:

TO: C F Braun & Co
1000 South Fremont
Alhambra, California 91802

MEMORANDUM GIVING NOTICE OF GAS PURCHASE CONTRACT

STATE OF WYOMING

COUNTY OF SUBLETTE

WHEREAS, NORTHWEST PIPELINE CORPORATION ("Northwest") and C F Braun & Co, Dyco Petroleum Corporation, and Petro-Search, Inc., as Seller, made and entered into a certain Gas Purchase Contract dated August 5, 1976, (the "Gas Purchase Contract") providing for the sale by Seller to Northwest of gas to be produced and saved from the Seller's properties in Sublette County, Wyoming, described in Exhibit "A" attached hereto and made a part hereof (which Exhibit "A" hereto is a copy of the Exhibit "A" attached to the Gas Purchase Contract) for a term and upon the terms and conditions set out in the Gas Purchase Contract; and,

WHEREAS, it is the desire of Seller and Northwest, as parties to the Gas Purchase Contract , to acknowledge its existence in recordable form:

NOW, THEREFORE, the undersigned Seller named in the Gas Purchase Contract and Northwest do hereby:

1. Acknowledge the execution of the Gas Purchase Contract as set out above;

2. Refer to the Gas Purchase Contract for all its terms and provisions and incorporate the same by reference as fully as if it were copied at length herein; and,

3. Acknowledge that Exhibit "A" attached to this instrument is the same as that described in and attached to the Gas Purchase Contract and that Seller's interest in said leases and properties is dedicated to the Gas Purchase Contract to the extent set out in said Contract.

155915

RECORDED October 1, 19 76 9:00 AM
IN BOOK 53 Oil & Gas Lse PAGE 213
FEES $14.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Denton

- -

This Memorandum shall not be deemed to enlarge, restrict or change the rights of any of the parties to said Gas Purchase Contract, but is for the purpose of giving record notice of the existence of the Contract in lieu of recording it at length.

EXECUTED in multiple copies, each of which may be used as an original, this 7th day of September 1976.

ATTEST:
1965
Barbara Moreno

NORTHWEST PIPELINE CORPORATION

By W P Dunn
Vice-President

legal
WPD 9/7/76

ATTEST:

C F BRAUN & CO

By D B Hough
ATTORNEY-IN-FACT

ATTEST:

DYCO PETROLEUM CORPORATION

By

ATTEST:

PETRO-SEARCH, INC.

By

This Memorandum shall not be deemed to enlarge, restrict or change the rights of any of the parties to said Gas Purchase Contract, but is for the purpose of giving record notice of the existence of the Contract in lieu of recording it at length.

EXECUTED in multiple copies, each of which may be used as an original, this 7th day of September 1976.

ATTEST:
SEAL
1905
Barbara Moreno

NORTHWEST PIPELINE CORPORATION

By W D Quinn
Vice-President

Approved as to form
NWP
O. G. C.

ATTEST:

C F BRAUN & CO

By _____

ATTEST:

R. J. Grubb, Assistant Secretary

DYCO PETROLEUM CORPORATION

By L. Z. Williams, Vice President

ATTEST:

PETRO-SEARCH, INC.

By _____

- -

This Memorandum shall not be deemed to enlarge, restrict or change the rights of any of the parties to said Gas Purchase Contract, but is for the purpose of giving record notice of the existence of the Contract in lieu of recording it at length.

EXECUTED in multiple copies, each of which may be used as an original, this 7th day of September 1976.

ATTEST:
SEAL
1100

Barbara Moreno

NORTHWEST PIPELINE CORPORATION

By W D Dumm
Vice-President

Approved as to form
N.J.P.
O. C. C.

ATTEST:

C F BRAUN & CO

_____

By _____

ATTEST:

DYCO PETROLEUM CORPORATION

_____

By _____

ATTEST:

PETRO-SEARCH, INC.

N. H. Monce
N. H. Monce, Assistant Secretary

By William G. Dutton
William G. Dutton, Vice President

STATE OF UTAH

COUNTY OF SALT LAKE

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared W. D. Owens, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Northwest Pipeline Corporation, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of September, 1976.

Dorothy Serlien
Notary Public
Residing at

My Commission expires April 20, 1978

STATE OF

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.

ON August 31, 19 76

before me, the undersigned, a Notary Public in and for said State, personally appeared **D B Houge**, known to me to be the person whose name is subscribed to the within instrument, as Attorney-in-Fact of **C F Braun & Co**, a corporation, and acknowledged to me that he subscribed the name of **C F Braun & Co** thereto as principal, and his own name as Attorney-in-Fact.

OFFICIAL SEAL
Levanche T. Behler
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires June 21, 1980

WITNESS my hand and official seal.

Levanche T Behler
Notary Public in and for said State

Notary Public
Residing at

My Commission expires _____

STATE OF UTAH

COUNTY OF SALT LAKE

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared W. D. Owens, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Northwest Pipeline Corporation, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of September, 1976.

Dorothy Serbian
Notary Public
Residing at

My Commission expires April 20, 1978

STATE OF OKLAHOMA

COUNTY OF TULSA

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared L. Z. Williams, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Dyco Petroleum Corporation, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 24th day of August, 1976.

Beth Grennick
Notary Public

My Commission expires 8/17/77

STATE OF UTAH

COUNTY OF SALT LAKE

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared W. D Owens, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Northwest Pipeline Corporation, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of September, 1976.

Dorothy Seubert
Notary Public
Residing at

My Commission expires April 20, 1978

STATE OF COLORADO

COUNTY OF DENVER

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared William G. Dutton, 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 Petro-Search, Inc., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23rd day of August, 1976.

Sharon Schmidt
Notary Public
Residing at Denver, Colorado

My Commission expires January 17, 1979

EXHIBIT A

GAS PURCHASE CONTRACT

DATED August 5, 1976

between

NORTHWEST PIPELINE CORPORATION

and

C F BRAUN & CO, et al

Description	County and State	Gross Acres	Interest	Net Acres	Lease Expiration Date
	Sublette County, Wyoming				
W/2 Sec. 16-28N-114W		320	81.25%	260	

(All formations down to and including the base of the ~~Bear River~~ Frontier Formation.)

NORTHWEST PIPELINE CORPORATION

MEMORANDUM
DATED:
FILED:
RECORDED:

TO Petroleum, Inc.
The R. H. Garvey Building #800
300 West Douglas
Wichita, Kansas 67201

MEMORANDUM GIVING NOTICE OF GAS PURCHASE CONTRACT

STATE OF

COUNTY OF

WHEREAS, NORTHWEST PIPELINE CORPORATION ("Northwest") and PETROLEUM, INC., as Seller, made and entered into a certain Gas Purchase Contract, dated, August 5, 1976, (the "Gas Purchase Contract") providing for the sale by Seller to Northwest of gas to be produced and saved from the Seller's properties in Sublette County, Wyoming, described in Exhibit "A" attached hereto and made a part hereof (which Exhibit "A" hereto is a copy of the Exhibit "A" attached to the Gas Purchase Contract) for a term and upon the terms and conditions set out in the Gas Purchase Contract; and,

WHEREAS, it is the desire of Seller and Northwest, as parties to the Gas Purchase Contract, to acknowledge its existence in recordable form:

NOW, THEREFORE, the undersigned Seller named in the Gas Purchase Contract and Northwest do hereby:

1. Acknowledge the execution of the Gas Purchase Contract as set out above;

2. Refer to the Gas Purchase Contract for all its terms and provisions and incorporate the same by reference as fully as if it were copies at length herein; and,

3. Acknowledge that Exhibit "A" attached to this instrument is the same as that described in and attached to the Gas Purchase Contract and that Seller's interest in said leases and properties is dedicated to the Gas Purchase Contract to the extent set out in said Contract.

155915

RECORDED October 1 19 76 9:00 A M
IN BOOK 53 Oil & Gas Lse PAGE 221
FEES $ 7.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed in duplicate originals as of the day and year first above written.

"NORTHWEST"

NORTHWEST PIPELINE CORPORATION

ATTEST:

Barbara Moreno

By W D Owen

Approved as to form
WDP
O. G. C.

"SELLER"

PETROLEUM, INC.

ATTEST:

Dorothy M. Enright
Asst. Sec.

By John E. McLeland

John E. McLeland
Vice Pres. - Prod.

STATE OF UTAH

COUNTY OF SALT LAKE

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared W. D. Owens, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Northwest Pipeline Corporation, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of September, 1976.

Dorothy S. Sullivan
Notary Public
Residing at

My Commission expires April 20, 1978

STATE OF Kansas

COUNTY OF Sedgwick

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared John F. McLeland, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Petroleum Inc., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th day of August, 1976.

Jan M. Penner
Notary Public
Residing at

My Commission expires Nov. 12, 1979

EXHIBIT A

GAS PURCHASE CONTRACT

DATED August 5, 1976

between

NORTHWEST PIPELINE CORPORATION

and

PETROLEUM, INC.

Description	County and State	Gross Acres	Interest	Net Acres	Lease Expiration Date
W/2 Sec. 16-28N-114W	Sublette, Wyoming	320	18.75	60	

(All formations down to and including the base of the Frontier Formation)

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 Edwin W. Schultz
Street Harold S. Sharp
City P. O. Box 4946
State El Monte, California 91731
Zip Code

W 56007
(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 37 N, R 112 W, 6th Prin Mer
Sec 17: N½
Sec 18: E½NE¼, NW¼NE¼, NE¼NW¼

T 37 N, R 113 W, 6th Prin Mer
Sec 12: N½S½, SE¼SE¼

155941

RECORDED October 4, 1976 9:00 A M
IN BOOK 53 Oil & Gas Lse PAGE 225
FEES $4.75 Lois J. Yoke 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 AUG 25 1976

Containing a total of 680.00 acres	Annual Rental . . . . . $ 340.00

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

Effective date of lease: SEP 1 1976

THE UNITED STATES OF AMERICA

By Edwin W. Hunt
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

AUG 26 1976
(Date)

FOR CLAIMANT

Sec. 1. *Rights of lessee.*—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) *Bonds.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter upon the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) *Cooperative or unit plan.*—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) *Wells.*—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties on amounts or value of production removed or sold from the leased lands as follows:

Rentals.—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(i) For each lease year a rental of 50 cents per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.

(ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than $1 per acre, and the prescribed minimum royalty of $1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b)(ii) above.

Royalty on production.—(1) To pay the lessor 12½ percent in amount or on the production removed or sold from the leased lands as royalty 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, posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms provided herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is a well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Contracts for disposal of products.*—To file with the Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That failure to file any such contract or other arrangement shall be considered 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 reasonable minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

(h) *Well records.*—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(i) *Inspection.*—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(j) *Diligence, prevention of waste, health and safety of workmen.*—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was based before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost: *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) *Taxes and wages, freedom of purchase.*—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) *Equal Opportunity clause.*—During the performance of this contract the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Assignment of oil and gas lease or interest therein.*—As required by applicable law, to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(n) *Pipelines to purchase or convey at reasonable rates and without discrimination.*—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U.S.C. sec. 351).

(o) *Lands patented with oil and gas deposits reserved to the United States.*—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) *Reserved or segregated lands.*—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) *Protection of surface, natural resources, and improvements.* The lessee agrees to take such reasonable steps as may be needed to prevent operations on the leased lands from unnecessarily: (1) causing or contributing to soil erosion or damaging crops, including forage, and timber growth thereon or on Federal or non-Federal lands in the vicinity; (2) polluting air and water; (3) damaging improvements owned by the United States or other parties; or (4) destroying, damaging or removing fossils, historic or prehistoric ruins, or artifacts and upon any partial or total relinquishment or the cancellation or expiration of this lease, or at any other time prior thereto when required and to the extent deemed necessary by the lessor to fill any pits, ditches and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the leased land and access roads to their former condition, including the removal of structures as and if required. The lessor may prescribe the steps to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic value.*—When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

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

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

Sec. 3. The lessor reserves:

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

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

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

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

(e) *Taking of royalties.*—All rights pursuant to section 36 of the act to take royalties in amount or in value of production.

(f) *Casing.*—All rights pursuant to section 40 of the act to purchase casing, and lease or operate valuable water wells.

Sec. 4. *Drilling and producing restrictions.*—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

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

Sec. 6. *Purchase of materials, etc., on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period: *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. *Proceedings in case of default.*—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or shall make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of cancellation and forfeiture, or for the same cause occurring at any other time.

Sec. 8. *Heirs and successors-in-interest.*—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Secs. 431, 432, and 433, Title 18 U.S. Code, relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

☆ GPO 1976-678-218-573 /8

ASSIGNMENT OF OIL AND GAS LEASE

(General Form)

Whereas, On the 26th day of August, 19 76, a certain oil, gas and mineral lease was made and entered into by and between United States Department of the Interior Bureau of Land Management, Lessor, and Edwin W. Schultz and Harold S. Sharp, Lessee, covering the following described land in the county of Sublette and State of ~~Texas~~ Wyoming, towit:

T 37 N, R 112 W, 6th Prin Mer
Sec 17: N½
Sec 18: E½NE¼, NW¼NE¼, NE¼NW¼

T 37 N, R 113 W, 6th Prin Mer
Sec 12: N½S½, SE¼SE¼

Annual Rental $340.00

Effective date of lease: September 1, 1976

155942

RECORDED October 4, 1976 9:00 A M
IN BOOK 53 Oil & Gas Lease PAGE 227
FEES $4.75 Lois J Yde COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

NOW THEREFORE, for and in consideration of Ten Dollars ($10.00) and other considerations ~~Dollars~~, cash in hand paid to the undersigned, the receipt of which is hereby acknowledged, the undersigned do hereby sell, transfer and assign said lease and all rights thereunder, insofar as it covers

Lease #W 56007, Parcel #WY 224, containing 680 acres, more or less

together with all personal property used or obtained in connection therewith, to Pecos Western Corporation of Harris County, Texas, and its heirs, successors, and assigns.

AND for the same consideration, the undersigned do covenant with said assignee its heirs, successors and assigns, that assignors are the lawful owners as aforesaid of the said leases and rights and interests thereunder hereby assigned and of the said personal property thereon or used in connection therewith; that all rentals and royalties due and payable thereunder have been duly paid; and that the interests created by said oil, gas and mineral leases have not been encumbered, except as may be above specified.

Executed and delivered this 14th day of September, 19 76.

× Harold S Sharp
× Edwin W Schultz

SINGLE ACKNOWLEDGMENT

THE STATE OF ~~TEXAS~~ CALIFORNIA

COUNTY OF Los Angeles

Before me, the undersigned authority, on this day personally appeared HAROLD S. SHARP AND EDWIN W. SCHULTZ known to me to be the person S whose name S is (are) subscribed to the foregoing instrument, and acknowledged to me that They executed the same as their free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 14th day of September, 1976.

My Commission Expires July 9, 1978

OFFICIAL SEAL
DANIEL F. JOSEPH, JR.
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires JULY 9, 1978

Daniel F. Joseph, Jr.

Notary Public in and for Los Angeles CALIFORNIA County, ~~Texas~~

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF_____

Before me, the undersigned authority, on this day personally appeared_____

known to me to be the person_____whose name_____is (are) subscribed to the foregoing instrument, and acknowledged to me that _____executed the same as_____free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this_____day of_____, 19_____.

My Commission Expires

_____

_____

Notary Public in and for_____County, Texas

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF_____

Before me, the undersigned authority, on this day personally appeared_____

and_____husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this_____day of_____,19_____.

My Commission Expires

_____

_____

Notary Public in and for_____County, Texas

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF_____

BEFORE ME, the undersigned authority, on this day personally appeared_____, known to me to be the person whose name is subscribed to the foregoing instrument, as_____of_____ a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the_____day of_____A. D. 19_____

My Commission Expires

_____

_____

Notary Public in and for_____County, Texas

Lease Information

Lease	Termination Date	Amount of Delay Rentals	Date Due	Payees	Bank

FORM NO. 187

No._____

Assignment of Oil and Gas Lease

(GENERAL FORM)

FROM

TO

Dated_____, 19__

Acres_____

_____County, Texas.

Term_____

This instrument was filed for record on the_____

day of_____, 19__, at_____o'clock_____M., and duly recorded in Volume_____Page_____of the records of this office.

_____County Clerk.

_____, Deputy

When recorded return to

POUND PRINTING CO., HOUSTON, TEXAS

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned DICK V. WELCH, 10633 Sperry Street, Denver, Colorado, 80234, Assignor, and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto KENNETH D. LUFF, Assignee, all of his right, title and interest in and to the leases described on Exhibit A, attached hereto and made a part hereof.

THIS Assignment is subject to an existing five percent (5%) overriding royalty proportionately reduced to the fee mineral estate covered by each respective lease shown on Exhibit A, reserved by Stuart McKinley and Barbara McKinley in an assignment dated December 21, 1974.

The Assignor herein excepts and reserves unto himself an additional overriding royalty of two and one-half percent (2½%) proportionately reduced on the leases herein assigned.

All of the provisions of this assignment shall be available to and binding upon the respective heirs, executors, administrators, successors and assigns of the Assignor and Assignee herein.

EXECUTED, this 20th day of September, 1976.

DICK V. WELCH

STATE OF COLORADO

COUNTY OF DENVER

On this 21 day of September, 1976, before me personally appeared DICK V. WELCH, to me known to be the person who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and seal this 21 day of September, 1976.

Notary Public

My commission expires:

1/13/78

156204

RECORDED October 8, 1976 9:00 A M

IN BOOK 52 Misc Rec PAGE 229

FEES $4.50 Lee D. Yake COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

by Pauline Linton

EXHIBIT "A"

To Assignment of Oil and Gas Lease dated
September 20, 1976, between Dick V. Welch, Assignor
and Kenneth D. Luff, Assignee.

LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED Book	Page
Robert Nickelson Miller,Jr.	Stuart M. McKinley	10/28/74	Township 29 North, Range 112 West Section 4: W½SW¼ Section 5: S½SE¼, NE¼SE¼ Section 8: E½ Section 9: SW¼NW¼, NW¼SW¼	51	265-66
Priscilla M. Bower	Stuart M. McKinley	10/28/74	SAME AS ABOVE	51	260-61
Priscilla M. Bower, Guardian	Stuart M. McKinley	10/28/74	SAME AS ABOVE	51	-64

230

ASSIGNMENT OF PORTION OF EXISTING OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned, BARLOW & HAUN, INC., a corporation, hereinafter referred to as "Assignor," is the owner of an overriding royalty of four percent (4%) of 8/8ths of all oil, gas, casinghead gas and other hydrocarbon substances which may be produced and saved from the following described lands to-wit:

Sublette County, Wyoming
Township 27 North, Range 111 West, 6th PM

Section 4: S½
Section 13: N½

containing 640.00 acres, more or less

USA Wyoming Lease W-40980 dated September 1, 1973 and assigned by BARLOW & HAUN, INC. to Northwest Exploration Company September 30, 1976.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by GEORGE C. CREWS 2664 South Poplar, Casper, Wyoming 82601, hereinafter called "Assignee," Assignor has sold, assigned, transferred and conveyed and by these presents does sell, assign transfer and convey unto Assignee four-tenths of one percent (4/10 of 1%) out of the aforementioned overriding royalty and being .004 of all oil, gas, casinghead gas and other hydrocarbon substances which may be produced and saved from all of the lands above described under and pursuant to the terms of said oil and gas lease or any extensions or renewals thereof or leases issued in lieu thereof.

TO HAVE AND TO HOLD unto Assignee, his heirs, successors and assigns, subject however, to all of the terms and conditions of any agreement and/or assignment through which Assignor acquired its interest in said overriding royalty.

This assignment is made without warranty by Assignor express or implied.

IN WITNESS WHEREOF, Assignor has hereunto set his hand this 8th day of October, 1976.

ATTEST:

Assistant Secretary

BARLOW & HAUN, INC.

By: _____
James A. Barlow, Jr., Vice President
139 West Second, Casper, Wyoming 82601

State of Wyoming)
) ss. ACKNOWLEDGMENT
County of Natrona)

On this 8th day of October, 1976, before me personally appeared James A. Barlow, Jr. to me personally known, who, being by me duly sworn, did say that he is the Vice President of Barlow & Haun, 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 James A. Barlow, Jr. acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 8th day of October, 1976.

_____
Notary Public

My Commission Expires: January 17, 1980

156349

RECORDED October 19, 1976 9:00 A.M
IN BOOK 53 Oil & Gas Lease Page 231
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Denton

231

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 8th day of October, A. D. 19 76.

A. E. KING
Commissioner of Public Lands

SLO-25

156350

RECORDED October 19, 1976 9:00 A M
IN BOOK 53 Oil & Gas Lease PAGE 232
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

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- 0674

To THE COMMISSIONER OF PUBLIC LANDS,
State of Wyoming, Cheyenne, Wyoming

1. KATHERINE A. SWANEY
(Name of Applicant)
P.O. Box 489
(Number and Street)
McComb, MS 39648
(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	3. Land included in lease (Not to be filled in by Offeror)
SUBLETTE (County) | COMMON SCHOOL (Fund)	(County) | (Fund)
T. 28 N., R. 111 W., 6th P.M.	T. ..... N., R. ..... W., 6th P.M.
Enter here the Parcel Number applied for if on Simultaneous Filing List: 546	This lease embraces the area and the land described in item 2.
Sec. 36 All	
Total Area 640.00 Acres	Total Area ..... Acres

4. Amount remitted: Filing Fee ..... $ 15.00

Advanced Rental (To be computed at 50¢ per acre or fraction thereof) ..... $ 320.00

Total $ 335.00

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: .....

.....

The name and address of each such corporation, or its service agent, and the State of its incorporation, are as follows:

.....

.....

(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 13th day of September, 1976

Lessee Katherine A. Swaney
KATHERINE A. SWANEY (Lessee Signature)

(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 OCT 8 1976

EFFECTIVE DATE OF LEASE October 2, 1976

Examined: RLK

LESSOR: STATE OF WYOMING, acting by and through its Board of Land Commissioners.

By A. L. Kingsley
Commissioner of Public Lands—Secretary

(Chapter 120, Session Laws of Wyoming, 1965)

LEASE TERMS

SECTION 1. RIGHTS OF LESSEE. The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas in the lands leased together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of ten (10) years and so long thereafter as oil or gas may be produced in paying quantities.

SECTION 2. THE LESSEE AGREES:

(a) BOND. To furnish a bond with an approved corporate surety company authorized to transact business in the State of Wyoming, or such other surety as may be acceptable to the lessor, in the penal sum as required by the current rules of the State Board of Land Commissioners, conditioned upon the payment of all rentals and royalties accruing to the lessor under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the Rules and Regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon where the lease covers lands, the surface of which has been sold or otherwise leased. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide upon commencement of drilling operations, and after the discovery of oil or gas.

(b) PAYMENTS. To make all payments accruing hereunder to the Commissioner of Public Lands, Capitol Building, Cheyenne, Wyoming 82001.

(c) RENTALS. Prior to the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the effective date hereof, an annual rental of 50c per acre or fraction thereof. The failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. If the time for payment falls on a day in which the State Land Office is closed, payment shall be deemed timely if made on next official working day.

After the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the first day of the lease year succeeding the lease year in which actual discovery was made, an annual rental of One Dollar ($1.00) per acre or fraction thereof, unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year. Lessor shall have no obligation hereunder to give lessee advance notice of any rental payment.

(d) ROYALTIES. The royalties to be paid by lessee are: (i) on oil, one-eighth of that produced, saved, and sold from said land, the same to be delivered at the wells or to the credit of lessor into the pipe line to which the wells may be connected; (ii) on gas, including casinghead gas or other hydrocarbon substance, produced from said land saved and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale.

Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons, and if the lessee is unable to establish a satisfactory market for the oil, gas, or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such time as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect the lessee shall continue to pay the annual rental of One Dollar ($1.00) per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

(e) OTHER KINDRED HYDROCARBONS AND SUBSTANCES: On all other hydrocarbons of value and gaseous substances and elements produced or extracted, including propane, butane, sulphur, nitrogen, carbon dioxide, and helium, at such royalty as shall be mutually determined to be fair and reasonable.

For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item; provided, however, that the allowance for the cost of extraction may exceed two thirds of the amount or value only on approval of the lessor and in no event shall the price for gas, or natural gasoline, be less than that received by the United States of America for its royalties from the same field.

In cases where natural gas is produced and the natural-gas gasoline extracted therefrom only one royalty shall be paid, except in the event the residue or dry gas shall be marketed it shall then constitute a separate commodity and a royalty shall be paid thereon as above provided.

Natural gas and oil actually used for operating purposes upon the land and, except as to the ultimate sale thereof, gas or liquid hydrocarbons returned to the sand for stimulating the production of oil or secondary recovery purposes shall be royalty free.

(f) DISPOSITION OF ROYALTY OIL AND GAS. To deliver to the lessor, or to such individual, firm or corporation as the lessor may designate, all royalty oil, gas, or other kindred hydrocarbons, free of cost on the premises where produced; or, at the option of the lessor, and in lieu of said royalties in kind, the lessee agrees to pay the lessor the field market price or value of all royalty oil, gas, or other kindred hydrocarbons produced and saved. When the lessor elects to take its royalty oil, gas, or other hydrocarbons in kind such oil, gas, or other kindred hydrocarbons shall be good merchantable oil, gas, or other kindred hydrocarbons. The lessee shall if necessary furnish storage for royalty oil free of charge for thirty (30) days after the end of the calendar month in which produced, upon the premises or at such place as the lessor and the lessee may mutually agree upon, provided, that the lessee shall not be held liable for loss or destruction of royalty oil so stored from causes beyond his control.

The free storage of oil, as herein provided, shall apply only as long as the said oil is the property of the lessor.

(g) MEASUREMENTS OF PRODUCTION. To gauge, measure and correct for temperature all production from said lands in conformance with the Rules and Regulations adopted by the Board of Land Commissioners and report said production to the 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 sublessee, 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 operations, and on failure of the lessee the lessor shall have the right, together with recourse herein provided, to enter on the premises and repair damage or prevent waste at the 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.

FORM 26

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

IN THE MATTER OF OIL AND GAS LEASE
Cheyenne, Wyoming LAND OFFICE
SERIAL NO. 53095

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned, George R. Cook, Casper, Wyoming, by virtue of an agreement or assignment dated the 24th day of September, 19 76, between George R. Cook and Northwest Exploration Company, and recorded in the Office of the County Clerk of the County of _____, State of _____, is the owner of an overriding royalty of Four---------- per cent (4/100 %) of all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the following described lands situated in the County of Sublette, State of Wyoming, to-wit:

TOWNSHIP 28 NORTH, RANGE 111 WEST, 6th P.M.
Section 34: All
Section 35: All

(Consisting of 1280 acres, more or less)

156358

RECORDED October 20 19 76 9:00 A.M.
IN BOOK 53 Oil and Gas Lse PAGE 235
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Barton

All of which lands are covered by and included within that certain oil and gas lease, or an application for oil and gas lease, bearing Cheyenne, Wyoming Land Office Serial No. W 53095

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($ 10.00) and other good and valuable considerations in hand paid by THE BO-FEN CORPORATION of P. O. Box 922, Casper, Wyoming, hereinafter called "Assignee," the receipt and sufficiency of which is hereby acknowledged by George R. Cook, Casper, Wyoming, hereinafter called "Assignor," Assignor has sold, assigned, transferred, and conveyed, and by these presents does sell, assign, transfer, and convey unto Assignee Fifty percent (50%) of the aforementioned overriding royalty, and being Two ---------- per cent (-2---- %) of all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the premises hereinabove described under and pursuant to the terms of the oil and gas lease issued, or which may be issued, pursuant to the application hereinabove mentioned.

TO HAVE AND TO HOLD unto Assignee, its heirs, personal representatives, successors, and assigns, subject, however, to all of the terms and conditions of the aforementioned agreement and/or assignment.

Assignor agrees to execute such further instruments and assurances of title as Assignee may reasonably request, to properly vest in Assignee the title to the overriding royalty interest hereby transferred and assigned.

Assignor hereby represents and covenants that he is the lawful owner of the interest hereby transferred and assigned; that he has full right and authority to transfer and assign the same; that said interest is free and clear of all liens and encumbrances; and that he will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever, w/no exceptions

IN WITNESS WHEREOF, Assignor has hereunto set his hand this 11th day of October, 19 76

WITNESS:

George R. Cook

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 11th day of October 19 76, personally appeared GEORGE R. COOK

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

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

My Commission Expires 2-10-79

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,

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

[redacted] ASSIGNMENT OF [redacted]ATING RIGHTS [redacted]

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:

ENI EXPLORATION PROGRAM - 1976 I
Suite 1401, Bank of California Center
Seattle, Washington 98164

hereinafter called "Assignee", an undivided 15% Interest subject to the provisions hereinafter set forth, in and to the operating rights under the following described oil and gas leases INSOFAR AND ONLY INSOFAR AS IT COVERS OPERATING RIGHTS FROM THE SURFACE OF THE EARTH DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 5,100 FEET AS ENCOUNTERED IN DAVIS OIL COMPANY'S DAVIS-RESERVE-STROOCK #1 MICKELSON WELL LOCATED IN THE NW¼NW¼ SECTION 22, TOWNSHIP 30 NORTH, RANGE 112 WEST, SUBLETTE COUNTY, WYOMING.

D-6621 Oil and Gas Lease dated January 5, 1973, from James Francis Mickelson, et ux, as Lessor, to Thomas F. Stroock, as Lessee, recorded in Book 48 at Page 643, INSOFAR AND ONLY INSOFAR AS said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 30 North, Range 112 West, 6th P.M.
Section 10: S½, S½NW¼
Section 14: SW¼, S½NW¼, NW¼NW¼
Section 15: E½
Section 23: NW¼, N½SW¼

D-6622 Oil and Gas Lease dated April 5, 1973, from James Francis Mickelson, et ux, as Lessor, to Thomas F. Strook, as Lessee, recorded in Book 49 at Page 279, INSOFAR AND ONLY INSOFAR AS said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 30 North, Range 112 West, 6th P.M.
Section 15: NE¼NW¼, S½NW¼, SW¼
Section 21: NE¼NE¼
Section 22: N½NW¼, SW¼NW¼, NE¼, N½SE¼

D-6623 Oil and Gas Lease dated January 5, 1973, from Kenneth Guio, aka Kenneth H. Guio, et ux, as Lessor, to Thomas F. Stroock, as Lessee, recorded in Book 48 at Page 637 INSOFAR AND ONLY INSOFAR AS said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 30 North, Range 112 West, 6th P.M.
Section 22: S½S½, NE¼SW¼, SE¼NW¼
Section 23: S½SW¼
Section 26: E½W½, NW¼NW¼
Section 27: N½NE¼

D-6624 Oil and Gas Lease dated June 6, 1973, from Helen E. Bray, a widow, as Lessor, to Thomas F. Stroock, as Lessee, recorded in Book 49 at Page 369, INSOFAR AND ONLY INSOFAR AS said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 30 North, Range 112 West, 6th P.M.
Section 26: SW¼NW¼, NW¼SW¼, SW¼SW¼
Section 27: S½NE¼, N½SE¼, SE¼SE¼
Section 34: N½NE¼, E½NW¼

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE ABOVE INTERESTS HEREIN ASSIGNED SHALL BEAR THEIR PROPORTIONATE SHARE OF LANDOWNER'S ROYALTY AND A FULL BURDEN OF .525% OVERRIDING ROYALTY INTEREST.

238

IN THE EVENT Assignee deisres to surrender said lease as to all or any part of the acreage covered hereby, said Assignee agrees to notify Assignor at least thirty (30) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should Assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee, without additional burdens, prior to the anniversary date of the lease.

IT IS UNDERSTOOD AND AGREED that this Assignment of Operating Rights is made without warranty of title either express or implied.

EXECUTED this 7th day of October, 1976.

DAVIS OIL COMPANY, a Partnership

By Paul Messinger
Paul Messinger, Attorney in Fact

STATE OF COLORADO)
: SS.
CITY & COUNTY OF DENVER)

On this 7th day of October, 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 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.

L. Deahgton
Notary Public

My Commission Expires
June 4, 1980.

156369

RECORDED October 21 1976 9:00 AM
IN BOOK 53 Oil & Gas Lse PAGE 237
FEES $5.50 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

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, 475 Seventeenth Street, Denver, Colorado 80202, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), and other good and valuable considerations, receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto the following "Assignees" all of Denver, Colorado, an undivided .5% to PAUL MESSINGER & Co., a Partnership; an undivided .5% to MARLIS E. SMITH, an individual; an undivided .4% to JOHN H. MELBY, an individual; and an undivided .4% to ALAN R. SMITH, an individual; being a total of 1.8% 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-6621 Oil and Gas Lease dated January 5, 1973, from James Francis Mickelson, et ux, as Lessor, to Thomas F. Stroock, as Lessee, recorded in Book 48 at Page 643, INSOFAR AND ONLY INSOFAR AS said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 30 North, Range 112 West, 6th P.M.
Section 10: S½, S½NW¼
Section 14: SW¼, S½NW¼, NW¼NW¼
Section 15: E½
Section 23: NW¼, N½SW¼

D-6622 Oil and Gas Lease dated April 5, 1973, from James Francis Mickelson, et ux, as Lessor, to Thomas F. Stroock, as Lessee, recorded in Book 49 at Page 279, INSOFAR AND ONLY INSOFAR AS said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 30 North, Range 112 West, 6th P.M.
Section 15: NE¼NW¼, S½NW¼, SW¼
Section 21: NE¼NE¼
Section 22: N½NW¼, SW¼NW¼, NE¼, N½SE¼

D-6623 Oil and Gas Lease dated January 5, 1973, from Kenneth Guio, aka Kenneth H. Guio, et ux, as Lessor, to Thomas F. Stroock, as Lessee, recorded in Book 48 at Page 637 INSOFAR AND ONLY INSOFAR AS said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 30 North, Range 112 West, 6th P.M.
Section 22: S½S½, NE¼SW¼, SE¼NW¼
Section 23: S½SW¼
Section 26: E½W½, NW¼NW¼
Section 27: N½NE¼

D-6624 Oil and Gas Lease dated June 6, 1973, from Helen E. Bray, a widow, as Lessor, to Thomas F. Stroock, as Lessee, recorded in Book 49 at Page 369, INSOFAR AND ONLY INSOFAR AS said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 30 North, Range 112 West, 6th P.M.
Section 26: SW¼NW¼, NW¼SW¼, SW¼SW¼
Section 27: S½NE¼, N½SE¼, SE¼SE¼
Section 34: N½NE¼, E½NW¼

INSOFAR AND ONLY INSOFAR AS ABOVE LEASES COVER FROM THE SURFACE OF THE EARTH DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 5,100 FEET AS ENCOUNTERED IN DAVIS OIL COMPANY'S DAVIS-RESERVE-STROOCK #1 MICKELSON WELL LOCATED IN THE NW¼NW¼ SECTION 22, TOWNSHIP 30 NORTH, RANGE 112 WEST, SUBLETTE COUNTY, WYOMING.

If the oil and gas leases herein assigned cover less than the entire undivided mineral estate in the above described lands, the 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 6th day of October, 1976.

DAVIS OIL COMPANY, a Partnership

By
Marvin Davis, Attorney in Fact

STATE OF COLORADO)
: SS.
CITY & COUNTY OF DENVER)

On this 6th day of October, 19 76, 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.

S. Deatherlan
Notary Public

My Commission Expires
June 4, 1980.

156406

RECORDED October 25, 19 76 9:00 A M
IN BOOK 53 Oil & Gas Lease PAGE 239
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

FACSIMILE REPRODUCTION by Tatlock's

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, V. M. Minor
11311 Clermont Dr., Thornton, Colorado 80233, assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 76-411,
and covering land situate in Sublette County, Counties, described as follows:

Township 34 North, Range 111 West, 6th P.M.
Sec. 16: All

and containing 640 acres more or less, for and in consideration of the sum of Ten and 00/100-------- Dollars
($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over
unto R.K. CRAMER, 1140 Petroleum Club Bldg., Denver, Colorado 80202
of ----------, assignee, all rights, title and interest of assignor in and to said
lease insofar as it covers the following described land:

Township 34 North, Range 111 West, 6th P.M.
Section 16: All

01X6- 4905788
File 4905788

and containing 640 acres, more or less, reserving, however, unto assignor one-half of one percent
overriding royalty (1/2 of 1%) ORR

TO HAVE AND TO HOLD unto the said R.K.CRAMER, 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 21st day of June, 1976.

V. M. Minor — Assignor-Lessee

156407

By ----------
President

Attest:
Secretary

RECORDED October 25, 19 76 9:00 A M
IN BOOK 53 Oil & Gas Lse PAGE 241
FEES 3.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Benton

ACKNOWLEDGEMENT (For use by Individual)

State of Colorado
County of Denver } ss.

On this 21st day of June, A. D. 19 76, before me personally appeared V. M. Minor 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 21st day of June, A. D. 19 76.

(SEAL)

Notary Public

My Commission expires: 6-18-79

ACKNOWLEDGEMENT (For use by Corporation)

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

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

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

(SEAL)

Notary Public

My Commission expires: ----------

Assignment approved by Board of Land Commissioners: August 5, 1976 without binding the State for the payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: July 23, 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: 5-3-50
5,000 April 1959

pb

6W-1025

FACSIMILE REPRODUCTION by Tatlock's, Majestic Building, Denver, Colorado

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ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, R. K. Cramer
1140 Petroleum Club Bldg, Denver, Colorado 80202
, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 76-411, and covering land situate in Sublette County, Counties, described as follows:

Township 34 North, Range 111 West, 6th P.M.
Section 16: All

156408

RECORDED October 25 1976 9:02 A.M
IN BOOK 530 Y Lse PAGE 242
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK by Montgomery

and containing 640 acres more or less, for and in consideration of the sum of Ten and more Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto INTER-AMERICAN PETROLEUM CORPORATION, 609 E. Speer Blvd., Denver, Colorado 80203 of , assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 34 North, Range 111 West, 6th P.M.
Section 16: All

01XG- 4905788
File 4905788

and containing 640 acres, more or less, reserving, however, unto assignor three and one-half percent overriding royalty (3½%) ; one-half of one percent (1/2 of 1%) ORR was previously reserved--Total Overriding Royalty is 4%.

TO HAVE AND TO HOLD unto the said INTER-AMERICAN PETROLEUM CORPORATION, their successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 30th day of July, 1976

WITNESS:

R. K. CRAMER Assignor-Lessee

By
President

Attest:

Secretary

(SEAL)

ACKNOWLEDGEMENT (For use by Individual)

State of COLORADO
County of Denver } ss.

On this 30th day of July, A. D. 19 76, before me personally appeared R. K. Cramer 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 July, A. D. 19 76.

(SEAL)

Notary Public

My Commission expires: 6-18-79

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: September 2, 1976 without binding the State for the/

Assignment recorded in the Office of the Commissioner of Public Lands: September 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

Form Approved: 3-2-50
5,000 April 1959

[redacted] [redacted] [redacted]

[redacted] ASSIGNMENT [redacted]

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we Inter-American Petroleum Corporation, 609 East Speer Boulevard, Denver, Colorado 80203, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 76-411, and covering land situate in Sublette County, Counties, described as follows:

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

Section 16: All

56499

RECORDED October 25, 1976 9:00 A.M
IN BOOK 53 Oil & Gas Lse PAGE 243
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Mazzola Benton Ten

and containing 640.00 acres more or less, for and in consideration of the sum of _____ Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto Thomas A. Chorney, 432 Metro Bank Bldg., 475 - 17th Street, Denver, Colo. 80202, as to an undivided 50% working interest, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Described as above

01X6- 4905788
File 4905788

and containing 640.00 acres, more or less, ~~reserving, however, unto assignor~~ subject to a 4% overriding royalty previously created as to which Assignee is to bear his proportionate share.

TO HAVE AND TO HOLD unto the said Thomas A. Chorney, his successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 3rd day of August, 1976.

WITNESS:

Inter-American Petroleum Corporation
Assignor-Lessee

By _____
Joseph R. Mazzola, Vice-President

Attest: _____
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 COLORADO
County of DENVER } ss.

On this 3rd day of August, A. D. 1976, before me personally appeared Joseph R. Mazzola, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of Inter-American 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 Joseph R. Mazzola acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 3rd day of August, A. D. 1976.

(SEAL)

Rosemary L. Mazzei
Notary Public

My Commission expires June 21, 1980

My Commission expires: _____

Assignment approved by Board of Land Commissioners: September 2, 1976 without binding the State for the payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: September 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

Form Approved: 3-2-50
5,000 April 1959

6W-1025

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 & CO., a Partnership;
MARLIS E. SMITH, an individual;
JOHN W. BUFFINGTON, an individual;
ALAN R. SMITH, an individual;
and
JOHN H. MELBY, an individual;
All of Denver, Colorado

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

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 10th day of September, 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 10th day of September, 1976, by Marvin Davis, Attorney in Fact for DAVIS OIL COMPANY, a Partnership.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires:
July 13, 1980

156410

RECORDED October 25, 19 76 2:00 P.M
IN BOOK 53 Oil & Gas Lse PAGE 244
FEES $ 6.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

EXHIBIT "A"

SUBLETTE & SWEETWATER COUNTY, STATE OF WYOMING

S E NO.	LESSOR	ASSIGNEE	ORRI	DATE	DESCRIPTION
[redacted]	USA W-0310092	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	12-1-64	T. 22 N., R. 111 W., 6th P.M. Sec. 4: Lots 5, 6, 7, 8, SW¼NE¼, S½
68	USA W-0313534 Storm Shelter Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	2-1-65	T. 23 N., R. 111 W., 6th P.M. Sec. 20: W½NW¼, NW¼SE¼, SW¼
68-1	USA W-49445	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	2-1-65/1-23-77	T. 23 N., R. 111 W., 6th P.M. Sec. 18: NE¼SE¼
69	USA W-0313536 Storm Shelter Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	2-1-65	T. 23 N., R. 111 W., 6th P.M. Sec. 27: All Sec. 28: S½ Sec. 33: All Sec. 34: NE¼, S½
5	USA W-0314153 Storm Shelter Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	4-1-65	T. 23 N., R. 111 W., 6th P.M. Sec. 22: Lot 3, SE¼NE¼, SW¼NW¼
571	USA W-0315700 Storm Shelter Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	4-1-65	T. 23 N., R. 111 W., 6th P.M. Sec. 26: Lots 11, 12, S½SE¼
571-1	USA W-49446	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	4-1-65/1-23-77	T. 23 N., R. 111 W., 6th P.M. Sec. 25: Lots 9, 10, 12, SW¼SW¼, NE¼
619	USA W-0317605 Simpson Gulch Unit effective July 31, 1975	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	8-1-65	T. 24 N., R. 108 W., 6th P.M. Sec. 6: All Sec. 7: All Sec. 8: All
632	USA W-0318323 Yellow Point Ridge Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	8-1-65	T. 27 N., R. 110 W., 6th P.M. Sec. 1: SW¼, NW¼SE¼, S½SE¼ Sec. 10: S½ Sec. 13: N½
572	USA W-0318327 Yellow Point Ridge Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	8-1-65	T. 28 N., R. 110 W., 6th P.M. Sec. 34: SE¼

AVIS EASE NO.	LESSOR	ASSIGNEE	ORRI	DATE	DESCRIPTION
-5573	USA W-0318336 Whiskey Buttes Unit - HBP	Paul Hessinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	9-1-65	T. 22 N., R. 111 W., 6th P.M. Sec. 3: Lots 5, 6, 7, 8
-5640	USA W-0318337 Storm Shelter Unit - HBP	Paul Hessinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	9-1-65	T. 23 N., R. 111 W., 6th P.M. Sec. 4: Lots 5, 6, 7, 8, S½N½, S½ (A Sec. 5: Lots 5, 6, 7, 8, S½N½ Sec. 8: Lots 3, 4, NE¼, E½NW¼, S½ (A Sec. 17: Lots 10, 11, 12, 15, 16
-5640-1	USA W-49447	Paul Hessinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	9-1-65/1-23-77	T. 23 N., R. 111 W., 6th P.M. Sec. 6: Lots 14, 15, 20, 21, 22, 27 Sec. 7: Lots 16 thru 24 Sec. 18: Lots 8, 9, 10, 11, 12, 14, 1 Tract 38: A, B, C, D
-5574	USA W-0318338-A Storm Shelter Unit - HBP	Paul Hessinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	9-1-65	T. 23 N., R. 111 W., 6th P.M. Sec. 9: N½
-5575	USA W-0318341	Paul Hessinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	9-1-65	T. 23 N., R. 111 W., 6th P.M. Sec. 21: Lots 2, 5, SW¼NE¼, SE¼ Sec. 22: N½SW¼
-5577	USA W-0319245 Whiskey Buttes Unit - HBP	Paul Hessinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	11-1-65	T. 22 N., R. 111 W., 6th P.M. Sec. 12: NW¼NW¼
-5637	USA W-0319533	Paul Hessinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	10-1-65/9-30-77	T. 25 N., R. 108 W., 6th P.M. Sec. 3: Lots 1, 2, 3, 4, S½N½, S½ Sec. 10: All Sec. 15: SW¼
-5637-1	USA W-49672	Paul Hessinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	10-1-65/1-23-78	T. 25 N., R. 108 W., 6th P.M. Sec. 21: E½
-5637-2	USA W-50568 Simpson Gulch Unit effective July 31, 1975	Paul Hessinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	10-1-65/3-11-77	T. 25 N., R. 108 W., 6th P.M. Sec. 22: NW¼, NW¼SW¼

EXHIBIT "A"

SUBLETTE & SWEETWATER COUNTY, STATE OF WYOMING

VIS ASE NO.	LESSOR	ASSIGNEE	DATE	DATE	DESCRIPTION
[redacted]					
5585	USA W-2679 Horn Canyon Unit effective November 19, 1975	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .34375% .34375% .34375% .34375%	12-1-66	T. 24 N., R. 110 W., 6th P.M. Sec. 5: Lots 1, 2, 3, 4, S½N½, S½ (A1 Sec. 18: Lots 1 thru 12, SW¼SE¼
5667	USA W-2682 Horn Canyon Unit effective November 19, 1975	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	12-1-66	T. 25 N., R. 110 W., 6th P.M. Sec. 25: E½NW¼, SW¼NW¼
5586	USA W-2683 Whiskey Buttes Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	12-1-66	T. 22 N., R. 111 W., 6th P.M. Sec. 4: S½SE¼ Sec. 9: N½NE¼ Sec. 10: N½NW¼, S½N½, S½ Sec. 11: NW¼NE¼, N½NW¼
[redacted]-5670	USA W-3331 Horn Canyon Unit effective November 19, 1975	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .34375% .34375% .34375% .34375%	1-1-67	T. 24 N., R. 110 W., 6th P.M. Sec. 17: All Sec. 18: NE/4, N½SE¼, SE¼SE¼ Sec. 19: E½E½ Sec. 20: All
[redacted]-5671	USA W-3332 Horn Canyon Unit effective November 19, 1975	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.6% .34375% .34375% .34375% .34375%	1-1-67	T. 24 N., R. 110 W., 6th P.M. Sec. 6: Lots 1 thru 14, S½NE¼, SE¼ (A Sec. 7: Lots 1, 2, 5, 8, 11, N½NE¼ T. 24 N., R. 111 W., 6th P.M. Sec. 12: S½ Sec. 13: S½

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EXHIBIT "A"

SUBLETTE & SWEETWATER COUNTY, STATE OF WYOMING

DAVIS LEASE NO.	LESSOR	ASSIGNEE	ORRI	DATE	DESCRIPTION
D-5659-2	USA W-1302-A	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	10-1-66/1-23-78	T. 26 N., R. 109 W., 6th P.M. Sec. 30: Lots 1, 2, 3, 4, E½W½
D-5660	USA W-1303	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	10-1-66/1-23-78	T. 26 N., R. 109 W., 6th P.M. Sec. 28: W½
D-5661	USA W-1304	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	10-1-66/1-23-78	T. 26 N., R. 109 W., 6th P.M. Sec. 33: E½
D-5662	USA W-1305	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	10-1-66/1-23-78	T. 26 N., R. 109 W., 6th P.M. Sec. 34: NE¼
D-5664	USA W-1313 Yellow Point Ridge Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	10-1-66	T. 27 N., R. 110 W., 6th P.M. Sec. 24: N½, E½SW¼ Sec. 25: E½NW¼
D-5665	USA W-1360	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	10-1-66/1-23-78	T. 26 N., R. 109 W., 6th P.M. Sec. 26: NE¼ Sec. 31: NE¼NE¼
D-5665-1	USA W-50560 County Line Unit effective March 12, 1976	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	10-1-66/3-11-77	T. 26 N., R. 109 W., 6th P.M. Sec. 19: NE¼NE¼
D-5666	USA W-2090	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	11-1-66/1-23-78	T. 26 N., R. 109 W., 6th P.M. Sec. 27: N½
D-5666-1	USA W-50561 County Line Unit effective March 12, 1976	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	11-1-66/3-11-77	T. 26 N., R. 109 W., 6th P.M. Sec. 21: N½ Sec. 22: S½
D-5663	USA W-1306	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	10-1-66	T. 27 N., R. 109 W., 6th P.M. Sec. 13: NE¼

EXHIBIT "A"

SUBLETTE & SWEETWATER COUNTY, STATE OF WYOMING

DAVIS LEASE NO.	LESSOR	ASSIGNEE	ORRI	DATE	DESCRIPTION
[redacted]54	USA W-1297	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	10-1-66/1-23-78	T. 25 N., R. 109 W., 6th P.M. Sec. 6: Lots 1, 2, S½NE¼, SE¼
-5655	USA W-1298	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	10-1-66/1-23-78	T. 25 N., R. 109 W., 6th P.M. Sec. 9: NW¼ Sec. 10: W½
-5656	USA W-1299	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	10-1-66/1-23-78	T. 25 N., R. 109 W., 6th P.M. Sec. 15: NE¼
-5657	USA W-1300	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	10-1-66/1-23-78	T. 25 N., R. 109 W., 6th P.M. Sec. 4: Lots 3, 4, S½NW¼, SW¼ Sec. 5: Lots 3, 4, S½NW¼, SW¼ T. 26 N., R. 109 W., 6th P.M. Sec. 31: Lots 1, 2, 3, 4, W½NE¼, SE¼NI E½W½, SE¼ Sec. 32: E½
[redacted] D-5658	USA W-1301 County Line Unit effective March 12, 1976	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	10-1-66	T. 26 N., R. 109 W., 6th P.M. Sec. 6: Lots 3, 4, 5, 6, 7 Sec. 7: Lots 1, 2, 3, 4, E½W½, E½ (A Sec. 17: All Sec. 20: All
D-5659	USA W-1302	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	10-1-66/1-23-78	T. 26 N., R. 109 W., 6th P.M. Sec. 29: W½
D-5659-1	USA W-50559 County Line Unit effective March 12, 1976	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	10-1-66/3-11-77	T. 26 N., R. 109 W., 6th P.M. Sec. 18: Lots 1, 2, 3, 4, E½W½, E½ (A Sec. 19: Lots 1, 2, 3, 4, S½NE¼, NW¼N E½W½, SE¼

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DAVIS LEASE NO.	LESSOR	ASSIGNEE	ORRI	DATE	DESCRIPTION
D-5649	USA W-0322308	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	2-1-66/1-23-78	T. 25 N., R. 108 W., 6th P.M. Sec. 30: Lots 3, 4, E½SW¼, SE
D-5580	USA W-0322344 Simpson Gulch Unit effective July 31, 1975	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	3-1-66	T. 25 N., R. 108 W., 6th P.M. Sec. 23: All Sec. 24: All Sec. 26: All
D-5581	USA W-0322345	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	3-1-66/1-23-78	T. 25 N., R. 108 W., 6th P.M. Sec. 19: NE¼
D-5582	USA W-0322346	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	3-1-66/1-23-78	T. 25 N., R. 108 W., 6th P.M. Sec. 7: Lots 3, 4, E½SW¼, SE¼ Sec. 18: Lots 1, 2, 3, 4, E½W½,
D-5583	USA W-0323095	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	3-1-66/1-23-78	T. 25 N., R. 108 W., 6th P.M. Sec. 7: Lots 1, 2, E½NW¼ T. 25 N., R. 109 W., 6th P.M. Sec. 12: NE¼
D-5650	USA W-0323106 Storm Shelter Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	4-1-66	T. 23 N., R. 111 W., 6th P.M. Sec. 17: SW¼SW¼ Sec. 20: NE¼, E½NW¼, NE¼SE¼ Sec. 28: NE¼, E½NW¼

EXHIBIT "A"

SUBLETTE & SWEETWATER COUNTY, STATE OF WYOMING

VIS ASE NO.	LESSOR	ASSIGNEE	ORRI	DATE	DESCRIPTION
[redacted]5	USA W-0321760	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	4-1-66/1-23-78	T. 25 N., R. 109 W., 6th P.M. Sec. 14: E½ Sec. 23: E½ Sec. 25: S½ Sec. 26: E½
5646	USA W-0322045	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-66/1-23-78	T. 25 N., R. 109 W., 6th P.M. Sec. 8: All Sec. 9: SW¼ Sec. 17: All Sec. 24: NE¼
5647	USA W-0322047 Horn Canyon Unit effective November 19, 1975	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .34375% .34375% .34375% .34375%	3-1-66	T. 24 N., R. 110 W., 6th P.M. Sec. 27: W½NE¼, SE¼NE¼, W½, SE¼
[redacted]	USA W-0325682 Horn Canyon Unit effective November 19, 1975	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .375% .375% .375% .375%	7-1-66	T. 24 N., R. 109 W., 6th P.M. Sec. 6: Lots 1 thru 14, S½NE¼, N½SE SW¼SE¼
5652	USA W-0325685	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .375% .375% .375% .375%	7-1-66	T. 24 N., R. 110 W., 6th P.M. Sec. 1: Lots 1, 2, 3, 4, S½N½, S½ (Sec. 11: All Sec. 12: SW¼, N½SE¼, SW¼SE¼
5648	USA W-0322245	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	4-1-66/1-23-78	T. 25 N., R. 109 W., 6th P.M. Sec. 13: E½

SUBLETTE & SWEETWATER COUNTY, STATE OF WYOMING

DAVIS LEASE NO.	LESSOR	ASSIGNEE	ORRI	DATE	DESCRIPTION
D-5576	USA W-0319548 Whiskey Buttes Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	10-1-65	T. 22 N., R. 111 W., 6th P.M. Sec. 4: S½SW¼ Sec. 9: N½NW¼
D-5641	USA W-0319864	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	11-1-65	T. 28 N., R. 110 W., 6th P.M. Sec. 33: NE¼
D-5578	USA W-0320793 Horn Canyon Unit effective November 19, 1975	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	12-1-65	T. 25 N., R. 110 W., 6th P.M. Sec. 33: N½ Sec. 35: N½
D-5642	USA W-0320797 Yellow Point Ridge Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	12-1-66	T. 27 N., R. 110 W., 6th P.M. Sec. 23: S½ Sec. 26: N½, SW¼, N½SE¼, SW¼SE¼
D-5643	USA W-0320802 Storm Shelter Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	1-1-66	T. 23 N., R. 111 W., 6th P.M. Sec. 2: Lots 5, 6, 7, 8, S½N½ Sec. 3: Lots 5, 6, 7, 8, S½N½, S½ Sec. 9: S½ Sec. 10: All Sec. 11: W½NE¼, SE¼NE¼, SE¼, W½
D-5644	USA W-0320803 Storm Shelter Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	1-1-66	T. 23 N., R. 111 W., 6th P.M. Sec. 11: NE¼NE¼
D-5579	USA W-0321429 Whiskey Buttes Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	2-1-66	T. 22 N., R. 111 W., 6th P.M. Sec. 2: W½SW¼ Sec. 3: S½N½, S½ Sec. 10: N½NE¼
D-5864	USA W-0321430 Storm Shelter Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	2-1-66	T. 23 N., R. 111 W., 6th P.M. Sec. 35: W½, SE¼

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EXHIBIT "A"

SUBLETTE & SWEETWATER COUNTY, STATE OF WYOMING

IS SE NO.	LESSOR	ASSIGNEE	ORRI	DATE	DESCRIPTION
[redacted]	USA W-3469 Yellow Point Ridge Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	2-1-67	T. 28 N., R. 110 W., 6th P.M. Sec. 32: SE¼NW¼
865	USA W-3766 Yellow Point Ridge Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	2-1-67	T. 27 N., R. 110 W., 6th P.M. Sec. 20: All
865-1	USA W-56154	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	2-1-67/8-1-78	T. 27 N., R. 110 W., 6th P.M. Sec. 19: Lots 1, 2, E½, E½NW¼ Sec. 30: NE¼
588	USA W-3767 Yellow Point Ridge Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	2-1-67	T. 28 N., R. 110 W., 6th P.M. Sec. 32: SW¼SW¼, SE¼
589	USA W-4297	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	3-1-67	T. 27 N., R. 110 W., 6th P.M. Sec. 30: SE¼
[redacted]	USA W-4956	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	4-1-67	T. 24 N., R. 109 W., 6th P.M. Sec. 14: N½SW¼, SE¼SW¼
672	USA W-4963 Horn Canyon Unit effective November 19, 1975	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .375% .375% .375% .375%	4-1-67	T. 24 N., R. 110 W., 6th P.M. Sec. 14: E½
591	USA W-4957 County Line Unit effective March 12, 1976	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	4-1-67	T. 26 N., R. 109 W., 6th P.M. Sec. 24: SW¼
592	USA W-4958 County Line Unit effective March 12, 1976	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	4-1-67	T. 26 N., R. 109 W., 6th P.M. Sec. 15: NW¼, SE¼ Sec. 23: SW¼
[redacted]	USA W-5077	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67/1-23-78	T. 25 N., R. 109 W., 6th P.M. Sec. 1: Lots 1, 2, 3, 4, S½N½, S½ (A Sec. 2: Lots 1, 2, 3, 4, S½N½, S½ (A T. 26 N., R. 109 W., 6th P.M. Sec. 34: SW¼ Sec. 35: SE¼, E½SW¼, SW¼SW¼

DAVIS LEASE NO.	LESSOR	ASSIGNEE	ORRI	DATE	DESCRIPTION
D-6867	USA W-5078 County Line Unit effective March 12, 1976 (Secs 1, 12, 13)	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 26 N., R. 110 W., 6th P.M. Sec. 1: E½SW¼, W½SE¼, SE¼SE¼ Sec. 12: NE¼, SE¼NW¼ Sec. 13: N½
D-5867-1	USA W-54870	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 26 N., R. 110 W., 6th P.M. Sec. 2: Lots 1, 2, 3, 4, SW¼NE¼ Sec. 3: Lots 1, 2, 3, 4
D-5674	USA W-5079	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67/1-23-78	T. 25 N., R. 109 W., 6th P.M. Sec. 11: All Sec. 12: NW¼, SE¼ Sec. 13: W½ Sec. 24: NW¼
D-5675	USA W-5080	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 25 N., R. 107 W., 6th P.M. Sec. 7: Lots 3, 4, E½SW¼, SE¼
D-5675-1 254	USA W-49673 Simpson Gulch Unit effective 7-30-75	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 25 N., R. 107 W., 6th P.M. Sec. 22: N½ Sec. 23: N½, NE¼SE¼ Sec. 27: SW¼, W½SE¼ Sec. 32: S½ Sec. 33: S½ Sec. 35: S½
D-5676	USA W-5081	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 25 N., R. 108 W., 6th P.M. Sec. 8: S½ Sec. 11: E½ Sec. 12: All Sec. 13: All Sec. 14: All

EXHIBIT "A"

SUBLETTE & SWEETWATER COUNTY, STATE OF WYOMING

IS SE NO.	LESSOR	ASSIGNEE	ORRI	DATE	DESCRIPTION
5677 [redacted]	USA W-5082	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67/9-30-77	T. 25 N., R. 108 W., 6th P.M. Sec. 15: N½, SE¼ Sec. 17: All
5677-1	USA W-49674	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67/1-23-78	T. 25 N., R. 108 W., 6th P.M. Sec. 20: All Sec. 21: SW¼
5677-2	USA W-50569 Simpson Gulch Unit effective 7-31-75	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 25 N., R. 108 W., 6th P.M. Sec. 22: E½, E½SW¼
5678	USA W-5083 Simpson Gulch Unit effective 7-31-75	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 25 N., R. 107 W., 6th P.M. Sec. 21: All Sec. 28: All Sec. 29: All Sec. 30: Lots 1, 2, 3, 4, E½W½, E½ (All
5679 [redacted]	USA W-5084 Simpson Gulch Unit	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 25 N., R. 107 W., 6th P.M. Sec. 25 : All Sec. 26 : All Sec. 31 : Lots 1, 2, 3, 4, E½, E½W½ (All)
5680-1	USA W-49675 Simpson Gulch Unit effective 7-31-75	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 25 N., R. 107 W., 6th P.M. Sec. 19: Lots 1, 2, 3, 4, E½W½, E½ (All Sec. 20: All
5680	USA W-5085	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67/9-30-77	T. 25 N., R. 107 W., 6th P.M. Sec. 17: All Sec. 18: Lots 1, 2, 3, 4, E½W½, E½ (A
5 [redacted] 1	USA W-5086 Simpson Gulch Unit effective 7-31-75	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 24 N., R. 107 W., 6th P.M. Sec. 14: N½ Sec. 15: N½

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EXHIBIT "A"

SUBLETTE & SWEETWATER COUNTY, STATE OF WYOMING

DAVIS LEASE NO.	LESSOR	ASSIGNEE	ORRI	DATE	DESCRIPTION
-5682	USA W-5087 Simpson Gulch Unit effective July 31, 1975	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	6-1-67	T. 24 N., R. 107 W., 6th P.M. Sec. 2: Lots 1, 2, 3, 4, S½ (All) Sec. 3: Lots 1, 2, 3, 4, S½ (All) Sec. 4: Lots 1, 2, 3, 4, S½ (All) Sec. 5: Lots 1, 2, 3, 4, S½ (All)
-5686	USA W-5088 Simpson Gulch Unit effective July 31, 1975	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 24 N., R. 107 W., 6th P.M. Sec. 6: Lots 1, 2, 3, 4, 5, 6, E½SW¼, Sec. 8: All Sec. 9: All Sec. 10: All
-5687	USA W-5089 Yellow Point Ridge Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 28 N., R. 110 W., 6th P.M. Sec. 33: SE¼ Sec. 34: W½SW¼
-5688	USA W-5091	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 26 N., R. 107 W., 6th P.M. Sec. 19: Lots 1, 2, E½NW¼, NE¼ Sec. 20: N½ Sec. 29: All Sec. 30: Lots 1, 2, 3, 4, E½W½, E½ (Al
-5689	USA W-5093	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 26 N., R. 107 W., 6th P.M. Sec. 31: Lots 1, 2, 3, 4, E½W½, E½ (Al Sec. 32: All Sec. 33: All
-5690	USA W-5094	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 25 N., R. 107 W., 6th P.M. Sec. 4; Lots 1, 2, 3, 4, S½N½, S½ (Al Sec. 5: Lots 1, 2, 3, 4, S½N½, S½ (Al Sec. 6: Lots 1, 2, 3, 4, 5, 6, 7, S½N SE¼NW¼, E½SW¼, SE¼ (All)

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SUBLETTE & SWEETWATER COUNTY, STATE OF WYOMING

AVIS EASE NO.	LESSOR	ASSIGNEE	ORRI	DATE	DESCRIPTION
[redacted]1	USA W-5095	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 26 N., R. 108 W., 6th P.M. Sec. 24: All Sec. 26: All Sec. 27: All Sec. 28: All
-5692	USA W-5096 County Line Unit effective March 12, 1976	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 26 N., R. 108 W., 6th P.M. Sec. 32: N½
-5693	USA W-5097	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 25 N., R. 107 W., 6th P.M. Sec. 7: Lots 1, 2, NE¼, E½NW¼ Sec. 8: N½, SW¼ Sec. 9: All
[redacted]4	USA W-5098 Simpson Gulch Unit effective 7-31-75	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 24 N., R. 107 W., 6th P.M. Sec. 7: Lots 1, 2, 3, 4, E½W½, E½ (
-5695	USA W-5099	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 25 N., R. 108 W., 6th P.M. Sec. 1: Lots 1, 2, 3, 4, S½N½, S½ (Sec. 2: Lots 1, 2, S½NE¼, SE¼ Sec. 4: Lots 1, 2, 3, 4, S½N½, S½ (Sec. 5: Lots 1, 2, 3, 4, S½N½, S½ (
-5696	USA W-5105	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67/1-23-78	T. 25 N., R. 108 W., 6th P.M. Sec. 28: N½
-5696-1	USA W-50562 Simpson Gulch Unit effective 7-31-75	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 25 N., R. 108 W., 6th P.M. Sec. 25: All

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DAVIS LEASE NO.	LESSOR	ASSIGNEE	ORRI	DATE	DESCRIPTION
D-5697	USA W-5106 Yellow Point Ridge Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 27 N., R. 110 W., 6th P.M. Sec. 1: NE¼SE¼ Sec. 2: Lots 3, 4, S½NW¼, S½ Sec. 11: W½ Sec. 13: S½ Sec. 14: NW¼ Sec. 26: SE¼SE¼
D-5698	USA W-5114	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67/1-23-78	T. 26 N., R. 109 W., 6th P.M. Sec. 25: E½ Sec. 26: S½
D-5698-1	USA W-50563 County Line Unit effective March 12, 1976	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 26 N., R. 109 W., 6th P.M. Sec. 13: E½ Sec. 24: N½
D-5699	USA W-5115 County Line Unit effective March 12, 1976	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 26 N., R. 109 W., 6th P.M. Sec. 1: S½SW¼ Sec. 2: SE¼SE¼ Sec. 10: All Sec. 11: All Sec. 12: All Sec. 15: NE¼, SW¼
D-5700	USA W-5116 County Line Unit effective March 12, 1976	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 26 N., R. 109 W., 6th P.M. Sec. 1: Lots 1, 2, 3, 4, S½N½ Sec. 2: Lots 1, 2, 3, 4, S½N½ Sec. 3: Lots 1, 2, 3, 4, S½N½, S½ (Sec. 4: Lots 1, 2, 3, 4, S½N½ Sec. 5: Lots 1, 2, S½NE¼ Sec. 6: SE¼NW¼, E½SW¼
D-5701	USA W-5117 County Line Unit effective March 12, 1976	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 26 N., R. 108 W., 6th P.M. Sec. 17: SW¼ Sec. 18: Lots 1, 2, 3, 4, E½W½, E½ (Sec. 19: Lots 3, 4, E½SW¼

AVIS EASE NO.	LESSOR	ASSIGNEE	ORRI	DATE	DESCRIPTION
[redacted]2	USA W-5120 County Line Unit effective March 12, 1976	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 26 N., R. 108 W., 6th P.M. Sec. 6: Lots 6, 7, E½SW¼, W½SE¼ Sec. 7: Lots 3, 4, E½SW¼, SE¼
-5703	USA W-5121	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 27 N., R. 108 W., 6th P.M. Sec. 28: NE¼ Sec. 29: S½ Sec. 30: Lots 1, 2, 3, 4, E½W½, E½ (Sec. 31: Lots 1, 2, 3, 4, E½W½, E½ (Sec. 32: S½ Sec. 33: E½
-5705	USA W-5122 County Line Unit effective March 12, 1976	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 27 N., R. 109 W., 6th P.M. Sec. 26: All Sec. 27: E½ Sec. 35: E½E½
[redacted]-5868	USA W-5123 Yellow Point Ridge Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 27 N., R. 109 W., 6th P.M. Sec. 29: SE¼
[redacted]-5868-1	USA W-52116 County Line Unit effective March 12, 1976	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67/7-29-77	T. 27 N., R. 109 W., 6th P.M. Sec. 31: Lots 1, 2, 3, 4, E½W½, E½ (Sec. 32: W½NW¼ Sec. 33: All
[redacted]5706	USA W-5131 Horn Canyon Unit effective November 19, 1975	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .375% .375% .375% .375%	5-1-67	T. 24 N., R. 109 W., 6th P.M. Sec. 6: SE¼SE¼ T. 24 N., R. 110 W., 6th P.M. Sec. 12: SE¼SE¼
[redacted]07	USA W-5162 Simpson Gulch Unit effective 7-31-75	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 25 N., R. 107 W., 6th P.M. Sec. 34: All
[redacted]-5708	USA W-5182	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 27 N., R. 108 W., 6th P.M. Sec. 9: All Sec. 10: All Sec. 15: All

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DAVIS LEASE NO.	LESSOR	ASSIGNEE	ORRI	DATE	DESCRIPTION
-5709	USA W-5183	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 27 N., R. 108 W., 6th P.M. Sec. 14: All Sec. 22: All Sec. 23: N½, SE¼ Sec. 24: All
-5710	USA W-5184	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 27 N., R. 108 W., 6th P.M. Sec. 25: All Sec. 26: NE¼NE¼, S½NE¼, NW¼, S½ Sec. 27: All Sec. 34: N½ Sec. 35: N½
-5711	USA W-5185	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 26 N., R. 108 W., 6th P.M. Sec. 2: S½ Sec. 3: Lots 1, 2, 3, 4, S½N½, S½ Sec. 11: All Sec. 12: All T. 27 N., R. 108 W., 6th P.M. Sec. 35: SW¼
-5712-1	USA W-49676	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 26 N., R. 107 W., 6th P.M. Sec. 6: Lots 1, 2, 3, 4, 5, 6, 7, S½ SE¼NW¼, E½SW¼, SE¼ (All)
-5712	USA W-5186	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67/9-30-77	T. 26 N., R. 108 W., 6th P.M. Sec. 13: All Sec. 14: All Sec. 15: All
-5713-1	USA W-49677	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 26 N., R. 107 W., 6th P.M. Sec. 7: Lots 1, 2, 3, 4, E½W½, E½

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EXHIBIT "A"

SUBLETTE & SWEETWATER COUNTY, STATE OF WYOMING

S E NO.	LESSOR	ASSIGNEE	ORRI	DATE	DESCRIPTION
712 [redacted]	USA W-5187	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67/9-30-77	T. 26 N., R. 107 W., 6th P.M. Sec. 18: Lots 1, 2, 3, 4, E½W½, E½ (A1 Sec. 19: Lots 3, 4, E½SW¼, SE¼ Sec. 20: S½ Sec. 28: All
714	USA W-5188 Simpson Gulch Unit effective 7-31-75	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 25 N., R. 108 W., 6th P.M. Sec. 35: All
715	USA W-5189	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 27 N., R. 108 W., 6th P.M. Sec. 8: All Sec. 17: SW¼ Sec. 18: Lots 1, 2, 3, 4, E½W½ Sec. 19: Lots 1, 2, 3, 4, E½W½, NE¼ Sec. 20: NE¼, S½ T. 27 N., R. 109 W., 6th P.M. Sec. 12: SE¼ Sec. 13: N½SE¼
5716	USA W-5190 County Line Unit effective 3-12-76	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 27 N., R. 109 W., 6th P.M. Sec. 27: NW¼
5717	USA W-5191 Yellow Point Ridge Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 27 N., R. 109 W., 6th P.M. Sec. 7: Lots 1, 2, 3, 4, E½, E½W½ (All) Sec. 8: All Sec. 17: All Sec. 18: Lots 1, 2, 3, 4, E½W½, E½ (A1
5 [redacted]	USA W-5192 Yellow Point Ridge Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 27 N., R. 109 W., 6th P.M. Sec. 19: Lots 1, 2, E½NW¼, NE¼ Sec. 20: All Sec. 21: S½
5719	USA W-5209	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 26 N., R. 108 W., 6th P.M. Sec. 1: Lots 1, 2, 3, 4, S½N½, S½ (A1 Sec. 2: Lots 1, 2, 3, 4, S½N½ Sec. 10: NE¼, S½

DAVIS LEASE NO.	LESSOR	ASSIGNEE	ORRI	DATE	DESCRIPTION
D-5593	USA W-5554	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 26 N., R. 108 W., 6th P.M. Sec. 4: Lots 1, 2, 3, 4, S½N½ Sec. 5: S½S½ Sec. 8: N½N½
D-5594	USA W-5555 County Line Unit effective March 12, 1976	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 26 N., R. 108 W., 6th P.M. Sec. 19: SE¼ Sec. 29: NW¼
D-5595	USA W-5559	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67/1-23-78	T. 25 N., R. 109 W., 6th P.M. Sec. 21: All
D-5596	USA W-5560 County Line Unit Effective March 12, 1976	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 26 N., R. 109 W., 6th P.M. Sec. 4: SE¼SE¼
D-5720	USA W-5561 Yellow Point Ridge Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 27 N., R. 109 W., 6th P.M. Sec. 21: N½ Sec. 29: N½
D-5597	USA W-5570 Yellow Point Ridge Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 27 N., R. 110 W., 6th P.M. Sec. 3: S½NW¼
D-5721	USA W-5624	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 25 N., R. 107 W., 6th P.M. Sec. 15: All
D-5722	USA W-5644 Simpson Gulch Unit effective 7-21-75	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 24 N., R. 108 W., 6th P.M. Sec. 3: Lots 1, 2, 3, 4, S½ Sec. 4: Lots 1, 2, 3, 4, S½N½, S½ (A Sec. 12: N½
D-5723	USA W-5645 Yellow Point Ridge Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 27 N., R. 109 W., 6th P.M. Sec. 6: Lots 1, 2, 3, 4, 5, 6, 7, S½N SE¼NW¼, E½SW¼, SE¼ (All)

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DAVIS LEASE NO.	LESSOR	ASSIGNEE	ORRI	DATE	DESCRIPTION
[redacted]98	USA W-5714	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	6-1-67	T. 27 N., R. 108 W., 6th P.M. Sec. 4: Lots 1, 2, 3, 4, S½N½, S½ (Al Sec. 5: Lots 1, 2, 3, 4, S½N½, S½ (Al
D-5683	USA W-6176	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	6-1-67/1-23-78	T. 25 N., R. 108 W., 6th P.M. Sec. 7: NE¼
D-5684	USA W-6177 County Line Unit effective March 12, 1976	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	6-1-67	T. 26 N., R. 109 W., 6th P.M. Sec. 4: SW¼, W½SE¼, NE¼SE¼ Sec. 23: NW¼
D-5599	USA W-6183 Horn Canyon Unit effective November 19, 1975	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	6-1-67	T. 25 N., R. 110 W., 6th P.M. Sec. 31: E½SW¼
[redacted]85	USA W-6185 Yellow Point Ridge Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	6-1-67	T. 28 N., R. 110 W., 6th P.M. Sec. 32: N½NW¼
D-5724	USA W-6194	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	7-1-67	T. 24 N., R. 112 W., 6th P.M. Sec. 24: Lots 10 Sec. 25: Lots 1, 4, SE¼NE¼, NE¼SE¼
D-5600	USA W-6339	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	7-1-67	T. 27 N., R. 108 W., 6th P.M. Sec. 6: Lots 1, 2, 3, 4, 5, 6, 7, S½N SE¼NW¼, E½SW¼, SE¼ (All)
D-5601	USA W-6724 Simpson Gulch Unit effective July 31, 1975	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	7-1-67	T. 25 N., R. 107 W., 6th P.M. Sec. 27: S½NE¼, NW¼
[redacted]502	USA W-6735 Horn Canyon Unit effective November 19, 1975	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .375% .375% .375% .375%	7-1-67	T. 24 N., R. 111 W., 6th P.M. Sec. 12: N½

VIS ASE NO.	LESSOR	ASSIGNEE	ORRI	DATE	DESCRIPTION
5602-1	USA W-6735-A Horn Canyon Unit effective November 19, 1975	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .375% .375% .375% .375%	7-1-67	T. 24 N., R. 110 W., 6th P.M. Sec. 7: Lots 3, 4, 9, 10
5603	USA W-6736	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	7-1-67	T. 26 N., R. 110 W., 6th P.M. Sec. 2: SE¼SW¼ Sec. 5: Lots 3, 4, S½NW¼
5725	USA W-6741	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	7-1-67	T. 24 N., R. 112 W., 6th P.M. Sec. 2: S½NE¼, SE¼NW¼, N½SE¼, SW¼SE¼
5726	USA W-7296	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	8-1-67	T. 24 N., R. 109 W., 6th P.M. Sec. 3: Lots 1, 2, 3, 4, S½
5604	USA W-7306 Yellow Ridge Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	8-1-67	T. 28 N., R. 110 W., 6th P.M. Sec. 35: E½
5605	USA W-7317	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	8-1-67	T. 24 N., R. 112 W., 6th P.M. Sec. 11: W½NE¼, E½W½, NW¼SE¼
5727	USA W-7989	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	9-1-67/1-23-78	T. 26 N., R. 109 W., 6th P.M. Sec. 25: NW¼
5727-1	USA W-50564 County Line Unit effective March 12, 1976	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	9-1-67	T. 26 N., R. 109 W., 6th P.M. Sec. 2: SW¼, N½SE¼, SW¼SE¼ Sec. 14: N½
5728	USA W-7990 County Line Unit effective March 12, 1976	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	9-1-67	T. 26 N., R. 109 W., 6th P.M. Sec. 9: All
5729	USA W-7992 Horn Canyon Unit effective November 19, 1975	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	9-1-67	T. 25 N., R. 110 W., 6th P.M. Sec. 31: NE¼ Sec. 32: N½

VIS ASE NO.	LESSOR	ASSIGNEE	ORRI	DATE	DESCRIPTION
[redacted]	USA W-8711 Yellow Point Ridge Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	10-1-67	T. 27 N., R. 110 W., 6th P.M. Sec. 21: E½ Sec. 28: E½
5606	USA W-9553	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	12-1-67	T. 27 N., R. 108 W., 6th P.M. Sec. 26: NW¼NE¼
5607	USA W-9556	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	12-1-67/1-23-78	T. 25 N., R. 109 W., 6th P.M. Sec. 12: NE¼SW¼
5608	USA W-9563 Yellow Point Ridge Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	12-1-67	T. 27 N., R. 110 W., 6th P.M. Sec. 15: SE¼SE¼
5609	USA W-10593 Simpson Gulch Unit effective July 31, 1975	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	2-1-68	T. 25 N., R. 108 W., 6th P.M. Sec. 27: SW¼SW¼
[redacted]	USA W-10601	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	2-1-68	T. 26 N., R. 110 W., 6th P.M. Sec. 2: SW¼SE¼
5610	USA W-10602 Whiskey Buttes Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	3-1-68	T. 22 N., R. 111 W., 6th P.M. Sec. 2: Lot 8
5611	USA W-11591 Yellow Point Ridge Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	4-1-68	T. 27 N., R. 110 W., 6th P.M. Sec. 4: S½N½
5731	USA W-11598-A Storm Shelter Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-68	T. 23 N., R. 111 W., 6th P.M. Sec. 29: E½NW¼, SW¼NW¼, S½

EXHIBIT "A"

SUBLETTE & SWEETWATER COUNTY, STATE OF WYOMING

DAVIS LEASE NO.	LESSOR	ASSIGNEE	ORRI	DATE	DESCRIPTION
D-5634	USA W-12549	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	6-1-68	T. 25 N., R. 108 W., 6th P.M. Sec. 6: Lots 1, 2, 3, 4, 5, 6, 7, SE¼NW¼, E½SW¼, SE¼ (All)
D-5635	USA W-12553	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	6-1-68	T. 27 N., R. 109 W., 6th P.M. Sec. 24: NW¼
D-5732	USA W-13425	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	7-1-68	T. 25 N., R. 109 W. 6th P.M. Sec. 9: E½ Sec. 10: E½
D-5733	USA W-13426	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	7-1-68	T. 25 N., R. 109 W., 6th P.M. Sec. 15: NW¼
D-5734	USA W-13428	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	7-1-68	T. 26 N., R. 109 W., 6th P.M. Sec. 28: E½ Sec. 33: W½
D-5735	USA W-13429	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	7-1-68	T. 26 N., R. 109 W., 6th P.M. Sec. 29: SE¼
D-5612	USA W-13430	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	7-1-68	T. 26 N., R. 109 W., 6th P.M. Sec. 30: E½
D-5613	USA W-13431	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	7-1-68	T. 26 N., R. 109 W., 6th P.M. Sec. 34: NW¼, SE¼
D-5736	USA W-13432	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	7-1-68	T. 26 N., R. 109 W., 6th P.M. Sec. 35: N½, NW¼SW¼
D-5614	USA W-14164 Simpson Gulch Unit effective July 31, 1975	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	8-1-68	T. 25 N., R. 107 W., 6th P.M. Sec. 27: E½SE¼

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EXHIBIT "A"

SUBLETTE & SWEETWATER COUNTY, STATE OF WYOMING

VIS ASE NO.	LESSOR	ASSIGNEE	ORRI	DATE	DESCRIPTION
[redacted]	USA W-16726 Whiskey Buttes Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	2-1-69	T. 22 N., R. 111 W., 6th P.M. Sec. 2: Lots 5, 6, 7, S½N½, E½SW¼, S
6616	USA W-17652 Horn Canyon Unit effective November 19, 1975	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .375% .375% .375% .375%	5-1-69	T. 24 N., R. 110 W., 6th P.M. Sec. 34: Lots 1, 2, 3, 4, NE¼, NE¼NW¼ S½NW¼, N½S½ Sec. 35: Lots 1, 2, 3, 4, N½, N½S½
6737	USA W-19945	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	8-1-69	T. 26 N., R. 110 W., 6th P.M. Sec. 4: S½ Sec. 5: SW¼SE¼, E½SE¼ Sec. 8: N½, N½SW¼, SE¼SW¼, SE¼
6671-1 [redacted]	USA W-20158 Horn Canyon Unit effective November 19, 1975	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	1-1-67	T. 24 N., R. 111 W., 6th P.M. Sec. 14: E½
6602-2	USA W-20160 Horn Canyon Unit effective November 19, 1975	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	7-1-67	T. 24 N., R. 111 W., 6th P.M. Sec. 11: W½
6649-1	USA W-20515	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	2-1-66/1-23-78	T. 25 N., R. 108 W., 6th P.M. Sec. 29: SW¼
6649-2	USA W-50565	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	2-1-66	T. 25 N., R. 108 W., 6th P.M. Sec. 33: All Sec. 34: All
6581-1 [redacted]	USA W-20516 Simpson Gulch Unit effective July 31, 1975	TR I Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .31875% .31875% .31875% .31875%	3-1-66	T. 25 N., R. 108 W., 6th P.M. TR I Sec. 22: SW¼SW¼ Sec. 27: E½, E½W½, W½NW¼, NW¼SW¼ TR I
		TR II Paul Messinger & Co. Marlis E. Smith JOhn W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%		

DAVIS LEASE NO.	LESSOR	ASSIGNEE	ORRI	DATE	DESCRIPTION
D-5589-1	USA W-20517 Yellow Point Ridge Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	3-1-67	T. 27 N., R. 110 W., 6th P.M. Sec. 4: Lots 1, 2, 3, 4
D-5692-1	USA W-20518	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 26 N., R. 108 W., 6th P.M. Sec. 33: N½ Sec. 34: N½ Sec. 35: All
D-5697-1	USA W-20519 Yellow Point Ridge Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 27 N., R. 110 W., 6th P.M. Sec. 3: Lots 1, 2, S½NE¼
D-5701-1	USA W-20520	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 26 N., R. 108 W., 6th P.M. Sec. 21: All
D-5702-2	USA W-49678	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 26 N., R. 108 W., 6th P.M. Sec. 4: S½ Sec. 8: SW¼NW¼, W½SW¼, SE¼ Sec. 9: SW¼
D-5702-1	USA W-20521	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67/9-30-77	T. 26 N., R. 108 W., 6th P.M. Sec. 22: All
D-5705-1	USA W-20522	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 27 N., R. 109 W., 6th P.M. Sec. 25: NW¼, S½

VIS ASE NO.	LESSOR	ASSIGNEE	ORRI	DATE	DESCRIPTION
[redacted]-1	USA W-20523	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 27 N., R. 109 W., 6th P.M. Sec. 14: NE¼, E½W½, W½SW¼ Sec. 23: E½W½
720-1	USA W-20524 Yellow Point Ridge Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 27 N., R. 109 W., 6th P.M. Sec. 5: SW¼, NW¼SE¼, S½SE¼
723-1	USA W-20525 Yellow Point Ridge Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 27 N., R. 109 W., 6th P.M. Sec. 3: Lots 1, 2, 3, 4, S½N½, N½S½, S½SW¼, SW¼SE¼ Sec. 4: Lots 1, 2, 3, 4, S½N½, S½ (A) Sec. 5: Lots 1, 2, 3, 4, S½N½, NE¼SE¼
683-1	USA W-20526	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	6-1-67/9-30-77	T. 25 N., R. 108 W., 6th P.M. Sec. 8: N½ Sec. 9: W½
[redacted]-2	USA W-49679	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	6-1-67	T. 25 N., R. 108 W., 6th P.M. Sec. 21: NW¼
5694-1	USA W-21871 Simpson Gulch Unit effective 7-31-75	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 24 N., R. 107 W., 6th P.M. Sec. 17: N½
5694-2	USA W-52163	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67/7-31-77	T. 24 N., R. 107 W., 6th P.M. Sec. 18: Lots 1, 2, E½NW¼, NE¼
5716-2	USA W-21873	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67	T. 27 N., R. 109 W., 6th P.M. Sec. 3: SE¼SE¼ Sec. 9: All Sec. 10: All
5[redacted]6-3	USA W-52117	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-1-67/7-29-77	T. 27 N., R. 109 W., 6th P.M. Sec. 11: NW¼NE¼, W½
5619-1	USA W-25024	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	8-1-65/1-23-78	T. 25 N., R. 108 W., 6th P.M. Sec. 19: Lots 3, 4, E½SW¼, SE¼ SEc. 30: Lots 1, 2, NE¼, E½NW¼

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DAVIS LEASE NO.	LESSOR	ASSIGNEE	ORRI	DATE	DESCRIPTION
D-5866	USA W-27518 Yellow Point Ridge Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	3-1-71	T. 27 N., R. 109 W., 6th P.M. Sec. 29: SW¼ Sec. 30: Lots 1, 2, 3, 4, E½, E½W½
D-5866-1	USA W-52118 County Line Unit effective March 12, 1976	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	3-1-71	T. 27 N., R. 109 W., 6th P.M. Sec. 28: All Sec. 32: E½, E½W½, W½SW¼
D-5617	USA W-31548	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.6% .325% .325% .325% .325%	11-1-71	T. 24 N., R. 109 W., 6th P.M. Sec. 22: E½
D-5618	USA W-33545	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	3-1-72	T. 25 N., R. 110 W., 6th P.M. Sec. 1: Lots 3, 4, S½NW¼, SW¼SW¼ Sec. 11: S½, S½NW¼ Sec. 12: NW¼
D-5620	State of Wyoming 66-3153	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	2-2-66	T. 26 N., R. 108 W., 6th P.M. Sec. 36: All
D-5742	State of Wyoming 67-4206	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	4-2-67/10-2-77	T. 25 N., R. 107 W., 6th P.M. Sec. 16: All
D-5742-1	State of Wyoming 67-4206-A	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	4-2-67	T. 25 N., R. 107 W., 6th P.M. Sec. 36: All
D-5738	State of Wyoming 67-4217	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	4-2-67	T. 26 N., R. 108 W., 6th P.M. Sec. 16: All
D-5739	State of Wyoming 67-4222	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	4-2-67	T. 25 N., R. 108 W., 6th P.M. Sec. 16: W½
D-5747	State of Wyoming 66-14445	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	9-2-66	T. 28 N., R. 110 W., 6th P.M. Sec. 16: All

DAVIS LEASE NO.	LESSOR	ASSIGNEE	ORRI	DATE	DESCRIPTION
[redacted]-5740	State of Wyoming 67-4226	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-2-67	T. 27 N., R. 108 W., 6th P.M. Sec. 16: All Sec. 36: All
D-5621	State of Wyoming 67-4656	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-2-67	T. 26 N., R. 109 W., 6th P.M. Sec. 36: All
D-5621-1	State of Wyoming 67-4656-A County Line Unit effective March 12, 1976	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-2-67	T. 26 N., R. 109 W., 6th P.M. Sec. 16: All
D-5741	State of Wyoming 67-4658 Yellow Point Ridge Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .325% .325% .325% .325%	5-2-67	T. 27 N., R. 109 W., 6th P.M. Sec. 16: All
[redacted]-5622	State of Wyoming 73-11027 Yellow Point Ridge Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .4375% .4375% .4375% .4375%	1-2-73	T. 27 N., R. 110 W., 6th P.M. Sec. 16: All
D-5623	State of Wyoming 73-48456 Storm Shelter Unit - HBP	Paul Messinger & Co. Marlis E. Smith John W. Buffington Alan R. Smith John H. Melby	.5% .3125% .3125% .3125% .3125%	11-2-73	T. 23 N., R. 111 W., 6th P.M. Sec. 16: All

[redacted]

[redacted]

[redacted]

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PDS #17049

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ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN

U. S. OIL AND GAS LEASE

W-55658

This Overriding Royalty Assignment, made this 15th. day of October, 19 76, by and between

W. H. BROWN
512 Petroleum Building
Casper, Wyoming 82601

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 September 1, 19 76,

bearing Serial No. 55658, 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, 6th. P.M.
Section 36: N½, SW¼, N½SE¼, SW¼SE¼

Containing 600.00 acres, more or less

156666

RECORDED October 28, 19 76 2:32 P M
IN BOOK 53 Oil & Gas Lse PAGE 272
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Pinto

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 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.

W. H. Brown

W. H. BROWN

Lessee

STATE OF WYOMING)
)
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by

W. H. BROWN

this 15th. day of October, 1976.

Witness my hand and official seal.

Mary B. Calvert
Notary Public

My commission expires: May 23, 1978

My Commission expires on the ____ day of ____, A.D., 19____.

Producers K 88

INTER-AMERICAN PET. CORP.
Received OCT 22 '76

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

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 14th day of OCTOBER, 19 76
by and between James W. Jenkins and Myrtle H. Jenkins, husband and wife,
Route 1, Box 33, Crawford, Colorado 81415
, hereinafter called lessor (whether one or more) and
SEE ATTACHED
, hereinafter called lessee.

INTER-AMERICAN PETROLEUM CORPORATION -- UNDIVIDED 50% INTEREST
609 East Speer Boulevard
Denver, Colorado 80203

THOMAS A. CHORNEY -- UNDIVIDED 50% INTEREST
432 Metro Bank Building
475 - 17th Street
Denver, Colorado 80202

156704

RECORDED November 1 19 76 9:00 A M
IN BOOK 53 Oil + Gas Leases PAGE 273
FEES $6.25 Lois J. Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

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:

T 33 N - R 111 W
Sec. 5: Lots 1,2,3,4, $S\frac{1}{2}N\frac{1}{2}$, $SE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$
Sec. 6: Lot 4 (also known as $NW\frac{1}{4}NW\frac{1}{4}$)
Sec. 8: $NE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}NE\frac{1}{4}$

T 34 N - R 111 W
Sec. 31: $E\frac{1}{2}SE\frac{1}{4}$
Sec. 32: $S\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}$

and containing 1,038.60 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten (10) 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 14th day of October, 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 of Paonia Bank at Paonia, Colorado 81428 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 thirty-eight and 60/100 - - - - - - - - - - - - - - - - - ($1,038.60) - - - - - DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 40 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 40 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when compiled with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

Lessor hereby releases and relinquishes any right of homestead, dower or courtesy they or either of them may have in or to the leased land.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

(SEAL)
(SEAL)
(SEAL)
(SEAL)

James W. Jenkins (SEAL)
JAMES W. JENKINS (SEAL)
Myrtle H. Jenkins (SEAL)
MYRTLE H. JENKINS (SEAL)

STATE OF COLORADO } SS.
COUNTY OF DELTA }

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 20th day of October, 1976, personally appeared James W. Jenkins and Myrtle H. Jenkins, husband and wife, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: My Commission expires April 23, 1980

(Seal)

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 } ss.
County of }

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

Notary Public.

My Commission expires .....

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

When recorded return to

.....

FORM 26

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

IN THE MATTER OF OIL AND GAS LEASE
Cheyenne, Wyoming LAND OFFICE
SERIAL NO. 53095

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned, George R. Cook, Casper, Wyoming, by virtue of an agreement or assignment dated the 24th day of September, 1976, between George R. Cook and Northwest Exploration Company, and recorded in the Office of the County Clerk of the County of _____, State of _____, is the owner of an overriding royalty of Four---------- per cent (4/100 %) of all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the following described lands situated in the County of Sublette, State of Wyoming, to-wit:

TOWNSHIP 28 NORTH, RANGE 111 WEST, 6th P.M.
Section 34: All
Section 35: All

(Consisting of 1280 acres, more or less)

156731

RECORDED Nov 4 1976 9:00 AM
IN BOOK 53 Oil & Gas Lse PAGE 277
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOM
by Marilyn Clinton

All of which lands are covered by and included within that certain oil and gas lease, or an application for oil and gas lease, bearing Cheyenne, Wyoming Land Office Serial No. W 53095.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($ 10.00) and other good and valuable considerations in hand paid by G. R. & Betty S. Veronda of P. O. Box 662, Casper, Wyoming, hereinafter called "Assignee," the receipt and sufficiency of which is hereby acknowledged by Same, hereinafter called "Assignor," Assignor has sold, assigned, transferred, and conveyed, and by these presents does sell, assign, transfer, and convey unto Assignee Thirty-seven and one-half (37½) of the aforementioned overriding royalty, and being one and one-half per cent (1½ %) of all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the premises hereinabove described under and pursuant to the terms of the oil and gas lease issued, or which may be issued, pursuant to the application hereinabove mentioned.

TO HAVE AND TO HOLD unto Assignee, Their heirs, personal representatives, successors, and assigns, subject, however, to all of the terms and conditions of the aforementioned agreement and/or assignment.

Assignor agrees to execute such further instruments and assurances of title as Assignee may reasonably request, to properly vest in Assignee the title to the overriding royalty interest hereby transferred and assigned.

Assignor hereby represents and covenants that he is the lawful owner of the interest hereby transferred and assigned; that he has full right and authority to transfer and assign the same; that said interest is free and clear of all liens and encumbrances; and that he will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever, with no exceptions

IN WITNESS WHEREOF, Assignor has hereunto set his hand this 11th day of October, 1976.

WITNESS:

George R. Cook

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 11th day of October, 19..., personally appeared GEORGE R. COOK

and

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

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

My Commission Expires 2-10-79

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

C.M.M.

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Inter-American Petroleum Corp. 609 E. Speer Blvd., Denver, Colo. 80203, and Thomas A. Chorney, 432 Metro Bank Bldg., Denver, Colo. 80202, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 76-0411, and covering land situate in Sublette County, Counties, described as follows:

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

Section 16: All

01X6- 4905788
File 4905788

and containing 640.00 acres more or less, for and in consideration of the sum of Ten Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto Cities Service Company, P.O. Box 300, Tulsa, Oklahoma 74102, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

156745

Described as above

RECORDED December 5, 1976 9:10 A M
IN BOOK 53 Oil & Gas Lse PAGE 279
FEES $4.75 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Benton

and containing 640.00 acres, more or less, reserving, however, unto assignor a one percent overriding royalty (1%); subject to a four percent (4%) overriding royalty previously created; Total Overriding Royalty is five percent (5%).

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 4th day of August, 1976.

ATTEST:
Assistant Secretary

(SEAL)

INTER-AMERICAN PETROLEUM CORPORATION
Assignor-Lessee

By
Joseph R. Mazzola, Vice-President

Thomas A. Chorney
Thomas A. Chorney, Assignor Lessee

ACKNOWLEDGEMENT (For use by Individual)

State of COLORADO
County of DENVER } ss.

On this 9th day of August, A. D. 1976, before me personally appeared Thomas A. Chorney 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 9th day of August, A. D. 1976.

(SEAL)

Judith A. Fuller
Notary Public

My Commission expires: April 30, 1977

ACKNOWLEDGEMENT (For use by Corporation)

State of COLORADO
County of DENVER } ss.

On this 4th day of August, A. D. 1976, before me personally appeared Joseph R. Mazzola, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of Inter-American 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 Joseph R. Mazzola acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 4th day of August, A. D. 1976.

(SEAL)

Rosemary A. Mazzei
Notary Public

My Commission expires June 21, 1980

My Commission expires:

Assignment approved by Board of Land Commissioners: October 7, 1976 without binding the State for the payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: October 8, 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.)

fb

Form Approved: 3-2-50
5,000 April 1959

RIDER TO ASSIGNMENT DATED AUGUST 4, 1976 TO STATE OF WYOMING LEASE 76-411

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 lease forty-five (45) days in advance of the anniversary date specified in the lease. Assignor shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of such interest. Any election to take a reassignment so made by Assignor must be delivered to Assignor by registered mail within the specified time. Assignee will deliver to Assignor an assignment prior to the anniversary date of the lease if Assignor makes such an election. Any such reassignment shall be free and clear of any liens or encumbrances created by, through or under Assignee. Any failure of Assignee to comply with the above notice provisions shall not cause a liability in excess of the purchase price paid for this assignment.

T.A.C.

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned Max L. Campbell and Leona J. Campbell, husband and wife, are now the record owners of an overriding royalty of one and one-fourth percent (1¼%) of all oil, gas, and other hydrocarbon substances which may be produced and saved from the following described land in the County of Sublette, State of Wyoming, to-wit:

Township 27 North, Range 113 West, 6th P.M.
Section 28: N½SW¼, SW¼SW¼, NW¼SE¼

156749

RECORDED November 5, 1976 9:00 A M
IN BOOK 53 Oil & Gas Lease PAGE 281
FEES $3.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100ths ($10.00) Dollars, and other good and valuable consideration in hand paid by Douglas P. Campbell, Bonnie A. Vinzant and Laurie M. Hakala, the receipt and sufficiency of which is hereby acknowledged by assignors, assignors have sold, assigned, transferred and conveyed and by these presents does sell, assign, transfer and convey unto Douglas P. Campbell, Bonnie A. Vinzant and Laurie M. Hakala, as tenants in common, an overriding royalty of one and one-fourth percent (1¼%) of all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the premises hereinabove described under and pursuant to the terms of the oil and gas lease.

TO HAVE AND TO HOLD, unto assignees, their heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, assignors have hereunto set their hands this 25th day of October, 1976.

Max L. Campbell

Leona J. Campbell

STATE OF COLORADO)
(ss
COUNTY OF JEFFERSON)

On this 25th day of October, 1976, before me personally appeared Max L. Campbell and Leona J. Campbell, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Etta M. Poole
Notary Public

My commission expires:
My Commission Expires Nov. 7, 1979

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

IN THE MATTER OF OIL AND GAS LEASE)
EVANSTON LAND OFFICE) ASSIGNMENT OF OVERRIDING ROYALTY
SERIAL NO. Evanston 010270 B)

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned, Max L. Campbell and Leona J. Campbell, husband and wife, are the record owners of an overriding royalty under that certain oil and gas lease issued by the United States of America dated October 16, 1939, bearing Serial No. Evanston 010270 B and describing the following lands situated in the County of Sublette, State of Wyoming, to-wit:

Township 27 North, Range 113 West, 6th P.M.
Section 21: N½N½

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/100ths ($10.00) and more Dollars and other good and valuable considerations in hand paid by Laurie M. Hakala, hereinafter called "Assignee", the receipt and sufficiency of which is hereby acknowledged by Max L. Campbell and Leona J. Campbell, hereinafter called "Assignors", Assignors have sold, assigned, transferred and conveyed, and by these presents do sell, assign, transfer, and convey unto Assignee all of Assignors right, title and interest in all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the premises hereinabove described under and pursuant to the terms of the said oil and gas lease.

TO HAVE AND TO HOLD unto Assignee, her heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, Assignors have hereunto set their ~~hands~~ this 25th day of October, 1976.

Max L. Campbell

Leona J. Campbell

STATE OF COLORADO)
) ss
COUNTY OF JEFFERSON)

On this 25th day of October, 1976, before me personally appeared Max L. Campbell and Leona J. Campbell, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Etta M. Poole
Notary Public

My commission expires:
My Commission Expires Nov. 7, 1979

156750

RECORDED November 5 19 76 9:00 A.M
IN BOOK 53 Oil & Gas Lease PAGE 282
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Denton

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned Max L. Campbell and Leona J. Campbell, husband and wife, are now the record owners of an overriding royalty of two and one-half percent (2½%) of all oil, gas, and other hydrocarbon substances which may be produced and saved from the following described land in the County of Sublette, State of Wyoming, to-wit:

Township 27 North, Range 112 West, 6th P.M.
Section 3: Lots 8, 9, S½NW¼, SW¼, and parts of Lots 3,4, and 5
Section 4: Lot 1, S½NE¼, SE¼SW¼, SE¼
Section 8: E½NE¼
Section 9: N½NE¼, SW¼NE¼, NW¼, N½SW¼, SE¼SW¼, W½SE¼, Lots 1, 4, and 5
Section 10: Lots 2, 3, and 7.

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100ths ($10.00) Dollars, and other good and valuable consideration in hand paid by Douglas P. Campbell, Bonnie A. Vinzant and Laurie M. Hakala, the receipt and sufficiency of which is hereby acknowledged by assignors, assignors have sold, assigned, transferred and conveyed and by these presents does sell, assign, transfer and convey unto Douglas P. Campbell, Bonnie A. Vinzant and Laurie M. Hakala, as tenants in common, an overriding royalty of two and one-half percent (2½%) of all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the premises hereinabove described under and pursuant to the terms of the oil and gas lease.

TO HAVE AND TO HOLD, unto assignees, their heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, assignors have hereunto set their hands this 25th day of October, 1976.

Max L. Campbell

Leona J. Campbell

STATE OF COLORADO)
(ss
COUNTY OF JEFFERSON)

On this 25th day of October, 1976, before me personally appeared Max L. Campbell and Leona J. Campbell, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Etta M. Poole
Notary Public

My Commission expires:
My Commission Expires Nov. 7, 1979

156751

RECORDED November 5, 1976 9:00 A M
IN BOOK 53 Oil & Gas Lease PAGE 283
FEES $3.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Overton

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

IN THE MATTER OF OIL AND GAS LEASE
WYOMING LAND OFFICE - SERIAL NO.

W-036663

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned Max L. Campbell and Leona J. Campbell, husband and wife are now the record owners of an overriding royalty of one and one-fourth per cent (1¼%) of all oil, gas, and other hydrocarbon substances which may be produced and saved from the following described land in the County of Sublette, State of Wyoming, to-wit:

Township 29 North, Range 112 West, 6th P.M.
Section 17: SE¼NE¼, NE¼SE¼

156752

RECORDED November 5, 1976 9:00 A.M
IN BOOK 53 Oil & Gas Lse PAGE 284
FEES $3.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100ths ($10.00) Dollars, and other good and valuable consideration in hand paid by Douglas P. Campbell, Bonnie A. Vinzant and Laurie M. Hakala, the receipt and sufficiency of which is hereby acknowledged by assignors, assignors have sold, assigned, transferred and conveyed and by these presents does sell, assign, transfer and convey unto Douglas P. Campbell, Bonnie A. Vinzant and Laurie M. Hakala, as tenants in common, an overriding royalty of one and one-fourth percent (1¼%) of all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the premises hereinabove described under and pursuant to the terms of the oil and gas lease.

TO HAVE AND TO HOLD, unto assignees, their heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, assignors have hereunto set their hands this 25th day of October, 1976.

Max L. Campbell

Leona J. Campbell

STATE OF COLORADO)
(ss
COUNTY OF JEFFERSON)

On this 25th day of October, 1976, before me personally appeared Max L. Campbell and Leona J. Campbell, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Etta M. Poole
Notary Public

My commission expires:
My Commission Expires Nov. 7, 1979

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

IN THE MATTER OF OIL AND GAS LEASE)
WYOMING LAND OFFICE) ASSIGNMENT OF OVERRIDING ROYALTY
SERIAL NO. W-048070)

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned, Max L. Campbell and Leona J. Campbell, husband and wife, are the record owners of an overriding royalty under that certain oil and gas lease issued by the United States of America bearing Serial No. W-048070 and describing the following lands situated in Sublette County, State of Wyoming, to-wit:

Township 27 North, Range 113 West, 6th P.M.
Section 4: Lots 2, 3, SW¼NE¼

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/100ths ($10.00) and more Dollars and other good and valuable considerations in hand paid by Bonnie A. Vinzant, hereinafter called "Assignee", the receipt and sufficiency of which is hereby acknowledged by Max L. Campbell and Leona J. Campbell, hereinafter called "Assignors", Assignors have sold, assigned, transferred and conveyed, and by these presents do sell, assign, transfer, and convey unto Assignee all of Assignors right, title and interest in all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the premises hereinabove described under and pursuant to the terms of the said oil and gas lease.

TO HAVE AND TO HOLD unto Assignee, her heirs, personal representatives, successors, and assigns.

25th IN WITNESS WHEREOF, Assignors have hereunto set their hands this 25th day of October, 1976.

Max L. Campbell

Leona J. Campbell

STATE OF COLORADO)
(ss
COUNTY OF JEFFERSON)

On this 25th day of October, 1976, before me personally appeared Max L. Campbell and Leona J. Campbell, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Etta M. Poole
Notary Public

My commission expires:

NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Nov. 7, 1979

156753

RECORDED November 5, 1976 9:00 A.M.
IN BOOK 53 Oil & Gas Lease PAGE 285
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

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

IN THE MATTER OF OIL AND GAS LEASE
WYOMING LAND OFFICE - SERIAL NO.

Evanston 022247

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned Max L. Campbell and Leona J. Campbell, husband and wife are now the record owners of an overriding royalty of one-fourth of seven-eighths of one percent of all oil, gas, and other hydrocarbon substances which may be produced and saved from the following described land in the County of Sublette, State of Wyoming, to-wit:

Township 27 North, Range 113 West, 6th P.M.
Section 3 : All
Section 4 : Lot 1, SE¼NE¼, E½SE¼
Section 9 : E½E½
Section 10: All

156754

RECORDED November 5, 1976 9:00 A.M
IN BOOK 53 Oil & Gas Lease PAGE 286
FEES $3.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100ths ($10.00) Dollars, and other good and valuable consideration in hand paid by Douglas P. Campbell, Bonnie A. Vinzant and Laurie M. Hakala, the receipt and sufficiency of which is hereby acknowledged by assignors, assignors have sold, assigned, transferred and conveyed and by these presents does sell, assign, transfer and convey unto Douglas P. Campbell, Bonnie A. Vinzant and Laurie M. Hakala, as tenants in common, an overriding royalty of one-fourth of seven-eighths of one percent of all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the premises hereinabove described under and pursuant to the terms of the oil and gas lease.

TO HAVE AND TO HOLD, unto assignees, their heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, assignors have hereunto set their hands this 25th day of October, 1976.

Max L. Campbell

Leona J. Campbell

STATE OF COLORADO)
(ss
COUNTY OF JEFFERSON)

On this 25th day of October, 1976, before me personally appeared Max L. Campbell and Leona J. Campbell, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Etta M. Poole
Notary Public

My commission expires:
My Commission Expires Nov. 7, 1979

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2

INTER-AMERICAN PET. CORP.
RECEIVED OCT 22 '76

Tatlock's, Denver, Colo.

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 14th day of OCTOBER, 19 76, by and between
John D. Newcomb, 1132 Sequoia Avenue, Eugene, Oregon 97401

whose post office address is _____, hereinafter called Lessor (whether one or more) and

SEE ATTACHED whose post office address is _____, hereinafter called Lessee:

INTER-AMERICAN PETROLEUM CORPORATION -- UNDIVIDED 50% INTEREST
609 East Speer Boulevard
Denver, Colorado 80203

THOMAS A. CHORNEY -- UNDIVIDED 50% INTEREST
432 Metro Bank Building
475 - 17th Street
Denver, Colorado 80202

156817

RECORDED November 10 1976 9:00 A M
IN BOOK 53 Oil & Gas Lse PAGE 287
FEES $6.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

WITNESSETH, That the Lessor, for and in consideration of TEN ($10.00) DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sublette State of Wyoming, described as follows, to-wit:

Township 33 North, Range 112 West

Section 1: Lot 1 (also known as NE¼NE¼)

and containing 39.98 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of 10 years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, 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 or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. 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 wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

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

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

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

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

10. 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.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the lease-hold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or re-working operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. 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.

14. 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 mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

John D. Newcomb

JOHN D. NEWCOMB

10W-1084-2

STATE OF OREGON }
COUNTY OF LANE } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 19th day of October, 19 76, personally appeared John D. Newcomb

and

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

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

My Commission Expires My Commission Expires 4-11-1980

(Seal)

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

289

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

L. C. DRISKELL, whose address is Post Office Box 1021, Denver, Colorado 80201, as Assignor, for value received, does hereby assign, transfer and convey to JOAN CHORNEY, 401 Lincoln Tower Bldg., 1860 Lincoln Street, Denver, Colorado 80295, an overriding royalty interest of 1.49999% of 8/8ths of all of the oil, gas and other hydrocarbon substances which may be produced from that certain oil and gas lease issued by the State of Wyoming under serial number St. Wyo. 66-15523, covering the following described lands, to-wit:

Township 27 North, Range 112 West, 6th P.M.
Section 36: All
Containing 640.00 acres, m/l
Sublette County, Wyoming

This assignment shall be effective as of December 1, 1976 and shall include all runs and production from and after seven o'clock A.M. on that date.

Assignor agrees to execute such transfer orders or other documents as may be necessary to vest in Assignee all rights or receive and enjoy the overriding royalty interest herein assigned.

Dated and signed at Denver, Colorado this 1st day of November, 1976.

L. C. DRISKELL

156865

RECORDED November 15 1976 9:00 A M
IN BOOK 53 Oil & Gas Lease PAGE 291
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

STATE OF COLORADO)
CITY &)
COUNTY OF DENVER)

The foregoing instrument was acknowledge before me by

L. C. DRISKELL

this 1st day of November, 1976

Witness my hand and official seal.

My Commission Expires:

July 15, 1978

Notary Public

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2

Tatlock's, Denver, Colo.

292

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 12th day of OCTOBER, 1976, by and between

Richard L. Goodman

whose post office address is P.O. Box 45, Cheyenne, Wyoming 82001, hereinafter called Lessor (whether one or more) and

SEE ATTACHED whose post office address is _____, hereinafter called Lessee:

INTER-AMERICAN PETROLEUM CORPORATION -- UNDIVIDED 50% INTEREST
609 East Speer Boulevard
Denver, Colorado 80203

THOMAS A. CHORNEY -- UNDIVIDED 50% INTEREST
432 Metro Bank Building
475 - 17th Street
Denver, Colorado 80202

156867

RECORDED November 15 19 76 9:00 A.M
IN BOOK 53 Oil & Gas Lse PAGE 292
FEES $ 7.75 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

WITNESSETH, That the Lessor, for and in consideration of TEN ($10.00) DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sublette State of Wyoming, described as follows, to-wit:

Township 33 North, Range 112 West

Section 1: Lot 1 (also known as NE¼NE¼)

SEE RIDER ATTACHED

and containing 39.98 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of 4 years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, 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 or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. 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 wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

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

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

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

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

10. 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.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. 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.

~~14. 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 mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.~~

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Richard L. Goodman

RICHARD L. GOODMAN

10W-1084-1

STATE OF WYOMING }
COUNTY OF LARAMIE } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 5th day of ~~October~~ November 19 76, personally appeared Richard L. Goodman

and

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

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

My Commission Expires My Commission expires May 21, 1980
(Seal)

Deborah L. Mann
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

RIDER attached to and made a part of Oil & Gas Lease dated October 12, 1976.

Lessee is hereby granted the option to renew said lease on the lands described for an additional term of four (4) years from October 12; 1980 on written notice to lessor and upon payment by lessee of a bonus of five dollars ($5.00) per net acre.

The State of Texas

SECRETARY OF STATE

I, MARK WHITE, Secretary of State of the State of Texas, DO HEREBY CERTIFY that the attached is a true and correct copy of the following described instruments on file in this office:

1976 HANOVER DRILLING PROGRAM, SERIES 15, LTD.

Certificate of Limited Partnership — October 14, 1976

156868

RECORDED November 15, 19 76 9:00 A.M
IN BOOK 53 Oil & Gas Lease PAGE 296
FEES $ 9.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, this

14th *day of* October, *A. D. 19* 76.

Secretary of State

FILED
In the Office of the
Secretary of State of Texas

OCT 14 1976

James L. Duke
Deputy Director, Corporation Division

CERTIFICATE AND ARTICLES OF LIMITED PARTNERSHIP

CREATING

1976 HANOVER DRILLING PROGRAM, SERIES 15, LTD.

CERTIFICATE AND ARTICLES OF LIMITED PARTNERSHIP ("Articles") dated as of October 14, 1976, made by and among Hanover Petroleum Corporation, a Delaware corporation ("General Partner"), and each of those parties executing these Articles or a counterpart thereof, as limited partners or as partners in commendam ("Limited Partners", collectively; and "Limited Partner", individually).

WITNESSETH:

General Partner and Limited Partners hereby form, constitute, and establish a limited partnership pursuant and subject to the Texas Uniform Limited Partnership Act ("TULPA").

ARTICLE I

DEFINITIONS

Certain terms used in these Articles shall have the meanings as designated below:

Affiliated Drilling Program: A drilling program other than the Partnership which is managed or controlled by the General Partner or an Affiliate of the General Partner.

Affiliate of the General Partner: A person who directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with the General Partner.

Allocation Percentage: (a) With respect to a Limited Partner, a percentage calculated by dividing the number of Units owned by such Limited Partner by the sum of the total number of Units owned by all Limited Partners and the number of General Partner's Shares owned by the General Partner; (b) with respect to the General Partner (in respect of its General Partner's Shares), a percentage calculated by dividing the number of General Partner's Shares owned by the General Partner by the sum of the number of Units owned by all Limited Partners and the number of General Partner's Shares owned by the General Partner.

Bottom Hole Contribution: Money or property given to the owners of the working interests in an oil or gas property by a contributor who has no direct interest in such property in consideration of the drilling and completion of a well to a specified depth regardless of whether such well is productive.

Capital of the Partnership: The total capital contributions by all Partners in the Partnership, both General and Limited.

Commencement Date: The date of these Articles, which shall be a date not earlier than the second full business day, and not later than the fifteenth day, following the Offering Termination Date.

Dry Hole Contribution: Money or property given to the owners of the working interests in an oil or gas property by a contributor who has no direct interest in such property in consideration of the drilling of a well on such property to a specified depth, but only if such well is a dry hole.

Expenses of the Offering: The expenses incurred in connection with the organization of the Partnership and the 1976 Hanover Drilling Program, Series 14, Ltd., and the offer and sale of units in such partnerships on account of (i) printing the Registration Statement of which this Prospectus is a part as well as any amendments thereto and any exhibits included therein (including the cost of printing such additional copies of any Prospectus, or any supplement to any Prospectus, included in such Registration Statement or any amendment thereto as may be required in connection with the respective offerings), (ii) fees and expenses of counsel to the Company incurred in connection with the preparation of the Registration Statement of which this Prospectus is a part and any supplements or amendments thereto and exhibits included therein and/or in

connection with the qualification for sale of the securities registered thereby in the various States in which such securities are proposed to be offered and sold, (iii) fees and expenses of accountants and other experts incurred in connection with the preparation of the Registration Statement of which this Prospectus is a part and any amendment or supplement thereto, (iv) filing or qualification fees paid to governmental or quasi-governmental agencies in connection with the filing of the Registration Statement of which this Prospectus is a part or the qualification for sale of the securities registered thereby in the various States in which such securities are proposed to be offered and sold, and (v) miscellaneous expenses for travel, courier service, toll calls and telegrams incurred in connection with the preparation of the Registration Statement of which this Prospectus is a part and any supplements or amendments thereto and/or in connection with the qualification for sale of the securities registered thereby in the various States in which such securities are proposed to be offered and sold.

General Partner: Hanover Petroleum Corporation, a Delaware corporation, and its successor(s), sometimes also referred to as the Company.

General Partner's Capital Contribution: The sum of the aggregate purchase price of the General Partner's Shares and the amounts paid by the General Partner to the Partnership on account of that portion of the costs and expenses incurred by the Partnership in connection with each Partnership Property after Payout (in excess of undistributed Proceeds of Production attributable to the General Partner's interest in the particular Partnership Property) which corresponds to the General Partner's Working Interest After Payout in such Property.

General Partner's Share: Each $5,000 of a General Partner's payment to the Partnership for the purchase of General Partner's Shares as provided in the Company's Prospectus dated August 2, 1976, or the interests in the Partnership represented thereby.

General Partner's Working Interest After Payout: An interest in each Partnership Property equal to 25% of the Partnership's interest in such Property immediately after Payout.

Investors: The Limited Partners and the General Partner to the extent of its General Partner's Shares.

Investors' Capital Contributions: The sum of the Limited Partners' Capital Contributions and the aggregate purchase price of the General Partner's Shares.

Limited Partners: The parties who are or become Limited Partners under these Articles and each person who may become a Substituted Limited Partner or an Additional Limited Partner pursuant to the provisions hereof.

Limited Partner's Capital Contribution: The total contribution made by or for the account of any Limited Partner or his predecessor to the Capital of the Partnership on the Commencement Date.

Offering Termination Date: October 1, 1976 or such earlier date on which the offering of the Units is fully subscribed or closed by the Company.

Partners: The General Partner and the then Limited Partners.

Partnership: The 1976 Hanover Drilling Program, Series 15, Ltd., created by these Articles.

Partnership Properties: All interests, properties, and rights of any type owned by the Partnership, including Limited Partners' Capital Contributions and General Partner's Capital Contribution. The singular term *Partnership Property* shall mean the Partnership's interest in a Prospect.

Payout: With respect to any Partnership Property, the point in time after the acquisition of such Property by the Partnership at which the Proceeds of Production attributable to such Partnership Property and any dry hole or bottom hole contributions, prepayments and advances made by others in connection with the drilling of wells on such Partnership Property shall equal all direct and indirect costs and expenses of the Partnership attributable to such Partnership Property. Payout in respect of each Partnership Property shall be determined on a cash basis.

Proceeds of Production: The proceeds of the sale of oil, gas or other minerals produced from a Partnership Property.

Prospect: The oil and gas leasehold estate, or estates, or undivided interests therein, and other contractual rights and interests in oil, gas and other minerals in a particular geographical area which is considered to include a separate geological structure or feature or stratigraphic trap appropriate for the drilling of one or more wells thereon for the production of oil or gas. In the case of a Prospect acquired by the Partnership, General Partner shall, in its judgment, determine the area or the formations to be included therein, and shall from time to time to the extent appropriate revise, enlarge or reduce the area or formations included therein based on subsequently developed geological or geophysical information and the opinion of an independent petroleum engineer or geologist.

Registration Statement: The Registration Statement on Form S-1 filed pursuant to the Securities Act of 1933, as amended, (File No. 2-55971) relating *inter alia* to the proposed offer and sale of Units in the Partnership and units in the 1976 Hanover Drilling Program, Series 14, Ltd. and all amendments thereto, all exhibits filed as a part thereof and all supplements to the Prospectus included in such Registration Statement or in any amendment thereto.

Subscriber: Each person who executes a Subscription Agreement evidencing a subscription for one or more Units.

Subscription Agreement: An agreement, in the form set forth in the Company's Prospectus dated August 2, 1976, relating to the offer and sale of Units in the Partnership, evidencing a subscription for one or more Units in the Partnership.

Third Party Operator: A person other then General Partner or any affiliate of the General Partner engaged in the business of originating, acquiring, drilling or operating leasehold interests or other property interests for the exploration or production of oil and gas.

Unit: Each $5,000 of a Limited Partner's Capital Contribution or the interests in the Partnership represented thereby.

Working Interest After Payout: With respect to any Partnership Property, the interest of the Partnership in such Property immediately after Payout.

ARTICLE II

The Partnership

2.1 *Partnership Name and Offices:* The name of the Partnership shall be "1976 Hanover Drilling Program, Series 15, Ltd."; *provided*, that Partnership business shall be conducted under such names as General Partner deems appropriate to comply with the laws of the particular jurisdictions in which the Partnership does business. The principal place of business of the Partnership shall be in Dallas, Dallas County, Texas, but the mailing address of the Partnership for all purposes of these Articles shall be 211 North Ervay Street, Dallas, Texas 75201. General Partner may designate such additional offices as may be necessary or appropriate for the purpose of carrying out the business of the Partnership. To the extent that

the laws of Louisiana shall be applicable to the Partnership, the Partnership is intended to be a partnership in commendam and 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 General Partner. Prior to conducting any business in any jurisdiction General Partner shall either cause the Partnership to comply with all requirements for the qualification of the Partnership to conduct business as a limited partnership (or in Louisiana as a partnership in commendam) in such jurisdiction or conduct business in such jurisdiction through other partnerships or by such other means as General Partner, upon the advice of responsible counsel, deems appropriate to provide limited liability of the Limited Partners therein.

2.2 *General Partner:* The name of General Partner is Hanover Petroleum Corporation and the address of General Partner is the address of the Partnership as designated in Section 2.1 hereof.

2.3 *Limited Partners:* The name and place of residence of each Limited Partner is set forth on the Limited Partner signature pages attached hereto. All members of the Partnership other than General Partner, in its capacity as General Partner, are Limited Partners.

2.4 *Character of the Business:* The principal business of the Partnership shall be to acquire leases and other interests in oil and gas and other mineral properties by purchase or otherwise and to explore and drill for oil, gas and other minerals located in, on or under such properties and to invest and engage in any and all phases of the oil and gas business; *except* that the Partnership will not engage in the refining of petroleum products or in the marketing of refined petroleum products. Such business purpose shall include without limitations, the purchase, sale, acquisition, disposition, exploration, development, operation and production of oil, gas and mineral properties, and the doing of any and all things incident thereto or connected therewith. The Partnership will limit its operations to the contiguous 48 States of the United States excluding Michigan and Utah.

2.5 *Term of the Partnership:* The Partnership shall begin upon the date of these Articles, and shall continue until terminated as provided in Article XI hereof.

ARTICLE III

CAPITALIZATION

3.1 *Capital Contributions by Limited Partners:* Each Limited Partner or his predecessor in interest has, on the date of these Articles, contributed to the Capital of the Partnership in cash the amount set forth opposite such Limited Partner's name on the signature page hereof on which his name appears (which amount shall be deemed to include any amount contributed by the Company for his account in respect of the volume discount to which he was entitled on his subscription for Units); ~~[and the General Partner has also become a Limited Partner by contributing to the Capital of the Partnership, on the date of these Articles, in cash the amount of $....., and as such a Limited Partner has become entitled to all rights, except limitation of liability, and has become subject to all obligations, related to such limited partnership interest.]~~

3.2 *Aggregate Limited Partners' Capital Contributions:* The aggregate Capital Contributions of the Limited Partners is $2,665,000.00

3.3 *Capital Contributions by the General Partner:* The General Partner has purchased ...30..... General Partner's Shares at $5,000 per Share on the date of these Articles and the proceeds to the Partnership of the sale of such General Partner's Shares together with amounts paid to the Partnership from time to time on account of that portion of the costs and expenses incurred by the Partnership in connection with each Partnership Property after Payout (in excess of undistributed Proceeds of Production attributable to the General Partner's interest in the particular Partnership Property) which corresponds to the General Partner's Working Interest After Payout in such Property shall constitute the General Partner's Capital

Contribution. The General Partner will promptly pay to the Partnership such amounts as from time to time may be necessary to eliminate any debit balance in its account.

3.4 *Additional Assessments:* No assessments may be levied on Limited Partners.

3.5 *Development Financing:* The development of any Prospects upon which oil or gas reserves are discovered may be financed by using (i) the Capital of the Partnership, (ii) revenues from Partnership production, (iii) moneys borrowed as set forth in Section 3.6 hereof, or (iv) money obtained through other methods of development financing. The Partnership may utilize any method of development financing which General Partner believes to be appropriate under the circumstances. Such financing methods include, without limitation, agreements with pipeline purchasers of production or others for prepayment for production or contributions to or loans for development, the sale of carved-out or development production payments, the credit purchase or lease of equipment, farmout arrangements or the sale of fractional interests in Partnership properties. Any loans by General Partner to the Partnership shall be made only with full recourse against the Partnership, which shall be unconditionally liable to repay the same. No purchaser of any production payment interest dischargeable out of any Partnership property shall have any right or option to convert all or any part of such production payment interest into an interest in the Partnership or to become a Limited Partner.

3.6 *Borrowing:* For development financing and other purposes, the Partnership may borrow money from General Partner or third parties and may pledge or mortgage the Partnership assets and revenues attributable to such assets. The payment of interest and repayment of principal on such loan will be solely the obligation of the Partnership and not of any Limited Partners and revenues attributable to Partnership properties may be used in full or in part for such repayment. The General Partners will, however, attempt to arrange any financing on such terms that the General Partner as well as the Limited Partners will not be personally liable on account thereof, so that the Limited Partners' tax bases in their Partnership interests will be increased by their respective shares of the borrowings.

3.7 *Returned Checks or Drafts:* The amounts contributed by certain Limited Partners as described in Section 3.1 have been contributed by checks or drafts presented to the General Partner. Notwithstanding any other provision hereof, if any such check or draft shall fail to be paid promptly when presented to the drawee bank named therein, then the Limited Partner whose capital contribution was represented by such check or draft shall cease to be a Limited Partner and shall be deemed, except to the extent otherwise required by TULPA, never to have been a Limited Partner, and shall have no rights whatever with respect to the Partnership or any of its properties; and the General Partner shall thereupon make a capital contribution to the Partnership in cash in the amount set opposite such defaulting Limited Partner's name on the signature page hereof, and the General Partner shall thereupon become a Limited Partner owning the Units theretofore assigned to such person and shall, for purposes of interpreting these Articles, be deemed to have owned such Units from the Commencement Date; and shall file appropriate documents to become a Substituted Limited Partner with respect to such Units; *provided however*, if the total of all such unpaid checks and drafts shall exceed ten percent (10%) of the Limited Partners' Capital Contributions set forth in Section 3.2, then the General Partner shall have the right, at its sole option, instead of making such capital contributions, to terminate the Partnership and return to all of the Limited Partners the sums theretofore paid by them as capital contributions, and in that event the Partnership shall be deemed never to have commenced.

ARTICLE IV

Rights and Obligations of General Partner

4.1 *Management:* General Partner shall have full, exclusive and complete discretion in the management and control of the affairs of the Partnership and shall make all decisions affecting Partnership affairs. The General Partner may resign at any time, and such resignation shall become effective on the 90th day after notice thereof has been given to each Limited Partner at the address appearing for him in the Partnership records.

4.2 *Authority and Obligations of General Partner:*

(a) General Partner will actively manage and conduct the business of the Partnership, devoting such time and talents to such management as shall from time to time be necessary. General Partner shall have the full and complete power to do any and all things necessary or incident to the management and conduct of the Partnership business and may, without limitation of any power or authority, do the following if, as and when it deems necessary, appropriate or advisable: (i) expend the Capital of the Partnership and the Partnership's profits in furtherance of the Partnership's business; (ii) acquire, explore, develop, hold, manage and operate oil, gas or other mineral properties or undivided interests therein, arrange them into Prospects and hold them and any other Partnership Properties in the name of the Partnership, the General Partner or any nominee selected by General Partner; (iii) select drillsites and arrange for the drilling of wells thereon, and produce, save and sell oil, gas, other hydrocarbons or other minerals; (iv) enter into operating, pooling, farmout, unitization, gasoline plant, recycling, drilling, participation and construction agreements and contracts for the sale of oil, gas and products removed from gas; division and transfer orders; dry-hole, bottom-hole and acreage contribution letters; and all other documents or instruments incident to the acquisition, exploration, development, management and operation of oil, gas or other mineral properties or to the performance of General Partner's duties or the exercise of its powers hereunder; (v) sell, assign, hypothecate, dispose of, trade or exchange or quitclaim, surrender, release or abandon Partnership Properties or interests therein; (vi) give receipts, releases and discharges; (vii) retain geologists, engineers, attorneys, landmen, and other consultants and employees; (viii) purchase insurance, or extend General Partner's insurance, at the Partnership's expense, to protect Partnership Properties and the business of the Partnership against loss and to protect General Partner against liability to third parties arising out of Partnership activities; (ix) lend money to the Partnership and charge the Partnership interest at a reasonable rate on the money so loaned, or borrow money from third parties; (x) contract generally, borrow money and pledge or encumber the Partnership assets and income to secure and liquidate such loans and sell, pool, unitize, farmout, farmin and lease for oil, gas and mineral development any Partnership assets; (xi) execute on its own behalf and on behalf of the Partnership a limited partnership agreement forming a limited partnership having the Partnership as a limited partner and General Partner or any of its subsidiaries or affiliates as general partner if deemed advisable by counsel for General Partner in connection with or as an alternative to the qualification of the Partnership to do business in any state; (xii) acquire leases from General Partner and/or Affiliates of General Partner, but not their officers or directors, subject to the restrictions in Section 4.4; (xiii) acquire leases or interests therein by way of farm-in from any Affiliated Drilling Program, subject to the restrictions of Section 4.4; (xiv) farm-out leases owned by the Partnership to Affiliated Drilling Programs, subject to the restrictions in Section 4.4; and (xv) enter into any partnership agreement, sharing agreement, or joint venture with any person, acceptable to General Partner, *provided*, that no partnership agreement, sharing arrangement or joint venture entered into pursuant to this Section 4.2(a) will, in the opinion of counsel, constitute an association taxable as a corporation under the Internal Revenue Code of 1954, as amended.

(b) General Partner shall execute on behalf of the Partnership all documents, including without limitation (i) checks, drafts, notes and other negotiable instruments; (ii) deeds of trust, mortgages and assignments of runs; (iii) deeds, assignments and bills of sale; (iv) leases; (v) oil, gas and other mineral leases; (vi) pooling and unitization agreements and assignments; (vii) division and transfer orders; (viii) drilling and other contracts; (ix) production payment assignments; (x) joint operating agreements; (xi) joint venture agreements and general and limited partnership agreements; (xii) gas sales contracts; and (xiii) any other documents or instruments referred to in Subsection (a) above. The signature of General Partner upon any and all such instruments, contracts, leases, agreements, conveyances and other documents shall be sufficient to bind the Partnership in respect thereof and no third person need look to the application of moneys or authority to act or require joinder of any other party.

4.3 *Expenditures after Utilization of Investors' Capital Contributions:* After the Investors' Capital Contributions have been committed to the fullest extent practicable, notwithstanding the provisions of the foregoing Section, the Partnership will not purchase additional Prospects or drill additional exploratory wells

except to the extent necessary to evaluate further a Prospect on which one or more exploratory wells have previously been drilled by the Partnership.

4.4 *Limitation on Contracts:* Except where herein provided, the Partnership will not enter into agreements with Affiliates of the Company. The Partnership may engage in joint operations with General Partner, Affiliates of the General Partner or with Affiliated Drilling Programs, may purchase properties from and may sell properties to the General Partner or Affiliates of the General Partner (other than Affiliated Drilling Programs), and may engage in farm-out transactions with Affiliated Drilling Programs on terms usual and appropriate for the area and the circumstances involved; *provided,* however, that any such transactions will not be inconsistent with the Procedures to be Followed in Purchases and Sales of Properties Between the Partnership and the General Partner (and Affiliates of the General Partner) and in Farm-Out Agreements Between the Partnership and Affiliated Drilling Programs, as set forth under CONFLICTS OF INTEREST in the Company's Prospectus dated August 2, 1976, relating to the offer and sale of the Units; and *provided* further, that any contract between the Partnership and the General Partner (other than these Articles and agreements relating to the conveyance or farmout of oil and gas properties) may be terminated by the Partnership without penalty on not more than 60 days written notice.

4.5 *Preparation and Filing of Income Tax Returns and Other Writings:* General Partner shall cause the preparation and timely filing of all Partnership tax returns, shall upon behalf of Limited Partners make such tax elections and determinations as appear to be appropriate and shall timely file all other writings required by any governmental authority having jurisdiction to require such filing. General Partner shall on the first Federal Income Tax Information Return filed on behalf of the Partnership 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 or General Partner or any Limited Partner to be excluded from the application of the provisions of Subchapter K of Chapter I of the Internal Revenue Code of 1954, as amended, or from any similar provision of state tax laws. Upon the transfer of all of a Partner's interest in the Partnership (subject to the provisions of these Articles) or upon the death of an individual Limited Partner, or upon the distribution of any Partnership Properties to any party hereto, the Partnership, at General Partner's option, may file an election in accordance with applicable Treasury regulations to cause the basis of the Partnership Properties to be adjusted for Federal income tax purposes as provided by sections 734 and 743, respectively, of the Internal Revenue Code of 1954, as amended.

4.6 *Permissible Activities of General Partner:* General Partner is not prevented hereby from engaging in other activities for profit, whether in the oil and gas business or otherwise. General Partner is presently engaged, and proposes to engage in the future, in the oil and gas business for its own account and for the account of Affiliated Drilling Programs in the North American Continent or elsewhere.

ARTICLE V
RIGHTS AND OBLIGATIONS OF LIMITED PARTNERS

The Limited Partners shall have the following rights and obligations:

5.1 *Limited Liability:* No Limited Partner (other than the General Partner if he is also a Limited Partner) shall be personally liable for any of the debts of the Partnership or any of the losses thereof in excess of his share of Partnership assets, anything to the contrary herein expressed or inferable notwithstanding.

5.2 *Management Responsibility:* No Limited Partner, as such, shall (i) take part in the management of the business of or transact any business for the Partnership, or (ii) be paid any salary, or have a drawing account or receive interest on his capital. All management responsibility is vested in the General Partner.

5.3 *No Authority to Act:* No Limited Partner, as such, shall have the power to sign for or to bind the Partnership. All authority to act on behalf of the Partnership is vested in General Partner.

5.4 *Examination of the Partnership Records:* Any Limited Partner may for any proper purpose inspect and copy any of the Partnership books at any time during regular business hours. The Limited Partners shall have on demand true and full information of all things affecting the Partnership, and a formal account of Partnership affairs whenever circumstances render it just and reasonable. Any Limited Partner may inspect and copy a list of the names and addresses of the Limited Partners at any time during regular business houts. In addition, the General Partner shall deliver to any Limited Partner a list of the names and addresses of the Limited Partners in the Partnership together with information as to the number of Units owned by each Limited Partner as promptly as possible after receipt of written request therefor and payment or provision for payment of the reasonable cost of compiling and copying such information from the records of the Partnership.

5.5 *Sale of All or Substantially All of the Assets of the Partnership:* The General Partner shall not sell all or substantially all of the assets of the Partnership without the written consent or the ratification of the holders of a majority of the Units (other than the General Partner if it holds any Units).

ARTICLE VI

Allocations of Expenditures, Revenues, Gains and Losses

6.1 *Allocation Among Investors:* Each Limited Partner and the General Partner, in respect of its General Partner's Shares, shall share those costs, expenses, revenues, gains and losses of the Partnership which are allocated to Investors in accordance with their respective Allocation Percentages.

6.2 *Allocation of Costs and Expenses:* Partnership costs and expenses shall be allocated as follows:

(a) *Expenses of the Offering:* Expenses of the Offering shall be allocated to the Partnership to the extent of 40% thereof but shall be charged to and paid by the Partnership only to the extent that the amount so allocated does not exceed 2% of the Investors' Capital Contributions. Amounts charged to and paid by the Partnership on account of Expenses of the Offering shall be charged to the Investors.

(b) *Management Fee:* The General Partner shall be entitled to receive a management fee from the Partnership as compensation for its services in organizing and managing the Partnership. This fee, which will amount to 10½% of the Investors' Capital Contributions, will be charged to the Investors and will be payable by the Partnership in cash as follows: On the Commencement Date of the Partnership a payment shall be made equal to 8% of the Investors' Capital Contributions and on the first day of each of the five months next succeeding the month in which the Commencement Date occurred a payment will be made equal to 1/2% of the Investors' Capital Contributions.

(c) *General and Administrative Expenses:* All General and Administrative Expenses of the Partnership shall be charged to the Investors. "General and Administrative Expenses" for the purposes of these Articles shall include, without limitation, expenses incurred or paid by the Partnership or by the General Partner on behalf of the Partnership on account of legal, accounting, geological, geophysical, engineering, administrative, and other similar and related services necessary to the conduct of the Partnership business whether such services are furnished by employees of the General Partner or by others; *provided*, however, that General and Administrative Expenses shall not include any of such expenses which in the judgment of the General Partner should properly be classified as Expenses of the Offering or which are properly allocable to a particular Partnership Property. The amount charged to the Partnership on account of services furnished by an employee of General Partner shall not exceed that portion of the employee's salary and the related overhead expense reasonably allocable to the service rendered, as determined by an independent public accountant and, further, the amounts of reimbursements in respect of such services rendered during the first 12 months following the Commencement Date shall not exceed 7½% of the Investors' Capital Contributions and the amounts of such reimbursements for services rendered in each 12 month period thereafter shall not exceed 1% of such Capital Contributions.

(d) *Costs and Expenses Relating to a Partnership Property:* All costs and expenses relating to a Partnership Property before Payout shall be charged to the Investors (including the General Partner in respect of its General Partner's Shares). Seventy-five per cent (75%) of the costs and expenses relating to a Partnership Property after Payout shall be charged to the Investors (including the General Partner in respect of its General Partner's Shares) and twenty-five per cent (25%) of such costs and expenses shall be charged to the General Partner in respect of its Working Interest After Payout in such Property.

6.3 *Allocation of Revenues, Gains, and Losses:* Partnership revenues, gains, or losses during any calendar year shall be determined and allocated as follows:

(a) *Revenues Attributable to Proceeds of Production From a Partnership Property:* All revenues attributable to the Proceeds of Production from a Partnership Property before Payout shall be credited to the Investors (including the General Partner in respect of its General Partner's Shares). Seventy-five per cent (75%) of the revenues attributable to the Proceeds of Production from a Partnership Property after Payout shall be credited to the Investors (including the General Partner in respect of its General Partner's Shares) and twenty-five per cent (25%) of such revenues shall be credited to the General Partner in respect of its Working Interest After Payout in such Property.

(b) *Revenues Attributable to the Sale of a Partnership Property and to the Sale of Tangible Equipment Relating Thereto:* Revenues received by the Partnership upon the sale or other disposition of a Partnership Property or of any interest therein, or upon the sale of tangible equipment relating thereto, shall be deemed to constitute the receipt in advance of the Proceeds of Production from such Property. If such revenues resulted from a sale or other disposition before Payout, only such portion of such revenues as is fairly allocable to the General Partner's Working Interest After Payout shall be credited to the General Partner in respect of such interest, and the remainder of such revenues shall be credited to the Investors (including the General Partner in respect of its General Partner's Shares).

(c) *Revenues from Dry Hole and Bottom Hole Contributions:* Revenues from dry hole and bottom hole contributions relating to a Partnership Property shall be deemed to constitute Proceeds of Production from such Property for the purpose of Article VI hereof and shall be allocated in the manner set forth in paragraph (a) of this Section 6.3 above.

6.4 *Losses:* Losses of the Partnership with respect to a Partnership Property shall be charged to the Investors (including General Partner in respect of its General Partner's Shares) and to the General Partner (in respect of its Working Interest After Payout, if any, in such Property) in proportion to the working interest in such Property owned by the Investors (including the General Partner in respect of its General Partner's Shares) and the General Partner (in respect of such Working Interest After Payout in such Property), respectively, at the time any such losses are recognized.

6.5 *Distribution of Gains:* General Partner shall review quarterly whether a cash distribution to the Investors or to itself in respect of its Working Interest After Payout should be made after taking into consideration the future cash requirements of the Partnership.

6.6 *General Allocations:*

(a) With respect to any Partnership revenues, deductions, credits, gains, costs, expenses or losses which are not attributable to a particular Partnership Property and are not allocable solely to the Investors, General Partner shall allocate such revenues, deductions, credits, gains, costs, expenses and losses to each Property of the Partnership in accordance with generally accepted accounting principles.

(b) As between an Investor and his assignee, the share of revenues, gains, losses, deductions and credits so allocated shall be apportioned on the basis of the number of days in the calendar year that

each was the holder of the Unit assigned, without regard to the results of the Partnership's operations during the periods before and after assignment.

ARTICLE VII

ACCOUNTING PROCEDURE AND REPORTS

7.1 *Maintenance of Records:* The General Partner will keep or cause to be kept in its offices in Dallas, Texas, accurate, complete and proper books, records and accounts pertaining to the Partnership's financial affairs and such records shall be maintained throughout the life of the Partnership and for four years thereafter.

7.2 *Annual and Semi-Annual Reports:* Within 90 days after December 31, 1976 and within 90 days of each December 31 thereafter so long as the Partnership shall continue, the General Partner will deliver to each Lilnited Partner an annual report of the Partnership for the year ended on such December 31 and within 60 days after June 30, 1977 and within 60 days after each June 30 thereafter, the General Partner will deliver to each Limited Partner a semi-annual report of the Partnership for the six months ended on such June 30. Each annual and semi-annual report delivered to the Limited Partners shall include:

(a) A balance sheet as of the date of such report and statements of income, changes in Partners' equity and changes in financial position for the period covered by the report prepared in accordance with generally accepted accounting principles and certified by independent public accountants; *except* that financial statements included in semi-annual reports need not be certified by independent public accountants.

(b) A description of each Prospect in which the Partnership owns an interest.

(c) A list of the wells drilled by the Partnership in the period covered by such report together with an indication as to whether any well listed has been completed or abandoned in such period, and information concerning the cost of each well completed or abandoned in such period. The report should also include an explanation for the abandonment of any well after production therefrom has commenced.

(d) An itemized statement of all fees, reimbursements, distributions, or other payments paid by the Partnership directly or indirectly to the Company or to any Affiliate of the Company. In the case of payments made to the General Partner on account of the General Partner's Working Interest After Payout, a reconciliation of such payments to the provisions of the Partnership Agreement shall be included.

(e) A report of a qualified independent petroleum engineer as to the estimated proved oil and gas reserves if any attributable to each Unit in the Partnership, the estimated future net revenues to be received on account of such reserves, and the estimated present value of such future net revenues computed in accordance with generally accepted industry practice at the time such computation is made. The estimates provided for by this subparagraph (e) shall be included in the annual report delivered to Limited Partners for the year ended December 31, 1977 and in each annual and semi-annual report thereafter. In addition, within 90 days after the occurrence of any event which results in the reduction of the Partnership's interest in proved oil and gas reserves by more than 10% from the amount of such reserves reported in the latest report distributed to Limited Partners, a special reserve report, which shall include the information set forth above, shall be prepared and distributed to the Limited Partners; *provided*, however, that no special reserve report need be prepared on account of reduction of reserves as a result of normal production.

(f) A description of each farm-out transaction entered into in the period covered by the report between the Partnership and an Affiliated Drilling Program, which description shall include the date of the transaction, the identity of the parties, a description of the property involved, the terms of the transaction and the identity of the independent engineer or other appraiser who determined the fairness of the transaction.

7.3 *Quarterly Reports:* Within 60 days after March 31, 1977 and within 60 days after each September 30 and March 31 thereafter, the General Partner will deliver to each Limited Partner a report which shall include a statement of receipts and disbursements of the Partnership for the three month period ended on the preceding March 31 or September 30, as the case may be, together with information in respect of such three month period of the type required by subparagraphs (b) and (c) of Section 7.2 hereof in annual and semi-annual reports; *provided*, that no report need be delivered pursuant to this Section 7.3 in respect of any three month period in which no wells were drilled, drilling, completed or completing on Partnership properties.

ARTICLE VIII

Assignability of Interests

8.1 *Limitation on Transfer of Interests in Partnership:* No Units, Shares, or other interests in the Partnership owned by the General Partner may be assigned, sold, transferred or otherwise disposed of except by way of mortgage or hypothecation. The Unit(s) of a Limited Partner other than the General Partner (or any of such Units) may be assigned, sold, transferred, mortgaged, hypothecated or otherwise disposed of, pursuant to the following provisions:

(a) Fractions of a Unit are not assignable.

(b) Notice of any assignment, sale, transfer, mortgage, hypothecation or other disposition of one or more Units must be given to the General Partner five days prior to any such transaction, *provided*, however, that failure to give such notice shall not affect the validity of any pledge, assignment, sale, transfer or other disposition of a Unit.

(c) If a Limited Partner assigns, sells, transfers or otherwise disposes of all of the Units owned by him he shall nevertheless remain a Limited Partner until such time as the assignee shall become a Substituted Limited Partner as provided in Section 8.2.

8.2 *Substituted or Additional Limited Partners:*

(a) An assignee, heir or legatee of a Unit shall be entitled to receive the share of the Partnership gains and distributions to which his immediate predecessor would have been entitled. To become a Substituted or Additional Limited Partner, such assignee, heir or legatee (i) must be acceptable to the General Partner, in its sole discretion, and (ii) must qualify and become a Substituted or Additional Limited Partner within the meaning of TULPA, by the procedure set forth in TULPA, other applicable law and these Articles. Upon becoming a Substituted or Additional Limited Partner, such assignee, heir or legatee shall have all of the rights and powers of, shall be subject to all of the restrictions applicable to, shall assume all of the obligations of, and shall attain the status of, his assignor or predecessor, and shall in all respects be a Limited Partner under and pursuant to these Articles. The substitution or addition of an assignee, heir or legatee as a Limited Partner shall require and shall be effected by an amendment to these Articles, as then in effect, and said amendment shall be the responsibility of General Partner, shall be in the form designated by General Partner, and shall be executed by General Partner and all the Limited Partners (or by General Partner on behalf of all the Limited Partners or by some Limited Partners and by General Partner on behalf of the remaining Limited Partners) and the assignee, heir or legatee.

(b) For the purposes of these Articles the predecessor of a Susbtituted Limited Partner shall cease to be a Partner and shall be deemed to have withdrawn from this Partnership upon the day on which occurred the filing with the Secretary of State of Texas of an executed amendment to these Articles, as then in effect, which filed amendment effects the substitution of the assignee of such Unit or Units; *provided*, however, said withdrawal shall not release the assigning and withdrawing Partner from liability under Section 20(g) of TULPA (or under comparable provisions of applicable statutes in other jurisdictions).

(c) Each Limited Partner hereby consents to the execution on his behalf by General Partner (under the authority granted to General Partner under the Power of Attorney contained herein) of an amendment hereto for the purpose of substituting or adding a Limited Partner, and General Partner is hereby granted the right to admit a Substituted or Additional Limited Partner.

ARTICLE IX

Purchase of Limited Partners' Units

9.1 The "purchase price" of the Units shall be determined as of December 31, 1978 and as of each December 31 thereafter to and including December 31, 1983 and shall be equal to the sum of the following to the extent allocable to the Limited Partners:

(a) cash on hand, plus

(b) prepaid expenses and accounts receivable (less a reasonable reserve for doubtful accounts), plus

(c) the purchase price for the Partnership's interest in proven developed and proven undeveloped reserves and other reserves of oil or gas, and other non-producing lease acreage, minerals, royalties, overriding royalties and in other interests in oil and gas properties, determined as set forth below, plus

(d) the lower of (i) the net book value of all other assets not included in sub-paragraph (c) above, or (ii) the fair market value thereof less cost of sale, as determined by an independent appraiser (determined separately for each asset), MINUS

(e) an amount equal to all debts and obligations of every kind and nature, including accrued expenses and other liabilities of the Partnership (which shall be deducted from the total of (a) through (d)).

The purchase price of the properties referred to in (c) above shall be determined as follows:

(1) The purchase price for the Partnership's interest in proven developed reserves shall be 70% of the future net revenues attributable to such interest in such reserves, as estimated as of the particular December 31 by a petroleum engineer who is not an employee of the Company, discounted to such December 31 at a rate equal to 1½% above the prime rate of interest charged by Morgan Guaranty Trust Company, New York, N.Y. on such December 31.

(2) The purchase price for the Partnership's interest in any other reserves of oil and gas or non-producing lease acreage, minerals, royalty interests, overriding royalty interests, or other interests in oil and gas properties shall be determined as of the particular December 31 by the Company upon the basis of an evaluation of such properties by a petroleum engineer who is not an employee of the Company. Such evaluation shall be made by engineering or geological appraisal in accordance with generally accepted professional standards at the time any such evaluation is made.

(3) Any purchase price determined as provided in subparagraphs (1) and (2) above shall be adjusted:

(a) to reflect the effect on the value of the oil and gas reserves, and/or other properties valued in accordance with such subparagraphs, of changes in the Federal tax laws since the Offering Termination Date and prior to the date on which the statement referred to in Section 9.3 is mailed, insofar as such changes in the Federal tax laws relate to the taxation of income derived from oil and gas production, or to the taxation of the production and/or sale of oil and gas. Any adjustment made pursuant to this subparagraph shall be reviewed by a petroleum engineer who is not an employee of the Company and/or such other independent expert or consultant as may be appropriate in the circumstances and each such engineer or other expert or consultant shall deliver

to the Partnership his opinion as to the fairness of any such adjustment and such opinion shall be included in the statement mailed pursuant to Section 9.3; and

(b) for changes occurring after the date as of which the determination is made and to the date on which the statement referred to in Section 9.3 is mailed, by reason of depletion of reserves through production, additions to reserves, sales of Partnership Properties, or other events which affect the Partnership's interest in such reserves or the value thereof. In addition, any event occurring after the date on which the statement referred to in Section 9.3 is mailed, but prior to the date on which the offer made by such statement shall expire, which in the judgment of General Partner materially affects the Partnership's interest in reserves or the value thereof, shall be reported promptly to the Limited Partners whether or not any adjustment shall be made in the purchase price of the Units on accounts thereof, and any Limited Partner who tendered one or more Units to the Company prior to receipt of any such report shall be entitled to withdraw his tender at any time within ten days after his receipt of such report.

(4) Within 10 days after December 31, 1978, and within 10 days after each December 31 thereafter to and including December 31, 1983, the General Partner shall appoint a petroleum engineer, who shall not be an employee of the Company, to make the estimates referred to in paragraphs (1) and (2) above as of the December 31 immediately preceding his appointment.

9.2(a) The portion of the Partnership Properties allocable to Limited Partners shall be equal to that portion of the Partnership Properties allocable to Investors multiplied by the sum of the Allocation Percentages of all of the Limited Partners at the time any such determination is made.

(b) The portion of the Partnership Properties allocable to Investors shall be determined as follows:

All Partnership assets shall be grouped by Property and the Investors shall be deemed to own, on each date on which a valuation is made pursuant to this Article IX, that portion of each Partnership Property which corresponds to the portion of the revenues which they would be entitled to receive from the sale of such Property if such Property were sold on such date at the value of the reserves underlying each such Property computed in the manner provided in paragraphs (1) and (2) of Section 9.1 above. Partnership assets which in the judgment of the General Partner cannot be attributed to any Partnership Property shall be deemed to be owned entirely by the Investors. That portion of any debts or obligations of the Partnership which in the judgment of the General Partner is attributable to a particular Partnership Property and which corresponds to the portion of the revenues from the sale of such Property which would be credited to the General Partner in respect of the General Partner's Working Interest After Payout in Such Property, as provided in paragraph (b) of Section 6.3 hereof, were such Property sold at the value of the reserves underlying such Property computed in the manner provided in paragraphs (1) and (2) of Section 9.1 above on the date on which the valuation pursuant to this Article IX is made, shall be allocated to the General Partner in respect of such Working Interest After Payout in such Property, and the remaining portion of the debt attributable to such Partnership Property shall be allocated to the Investors (including the General Partner in respect of its General Partner's Shares). Debts and obligations of the Partnership which in the judgment of the General Partner cannot reasonably be allocated to a Partnership Property shall be allocated in their entirety to the Investors.

9.3 Not later than March 31, 1979 and not later than each March 31 thereafter to and including March 31, 1984, the General Partner shall mail to each Limited Partner a statement of the purchase price determined as of the preceding December 31, as provided in Sections 9.1 and 9.2 above. Subject to the limitations provided in Section 9.4, General Partner shall be obligated to purchase from each Limited Partner the Unit(s) tendered by him (at a purchase price per Unit which shall be the purchase price of all Units then owned by Limited Partners divided by the number of Units then outstanding) upon receipt by General Partner of a properly executed assignment, satisfactory in form and substance to General Partner, transferring such Unit(s) to General Partner free and clear of all claims, liens and encumbrances, within 30 days after the written notice from the General Partner to such Limited Partner of the purchase price.

9.4 (a) Should the obligation of the General Partner to purchase Units as hereinabove provided be determined by a court of competent jurisdiction to be in violation of any existing or future laws or regulations, then such obligation and the provisions hereof with respect thereto shall be eliminated and shall not constitute a part of these Articles.

(b) The General Partner will not be obligated to purchase, pursuant to purchase offers made in accordance with this Article IX in any one calendar year, more than 20% of the number of Units outstanding on the Commencement Date. If in response to any purchase offer made pursuant to this Article IX, a larger number of Units are tendered than the General Partner has offered to purchase Units tendered by the Limited Partners will be purchased as follows:

(i) If the number of Units proposed to be purchased by the General Partner is insufficient to permit the purchase of one Unit from each Limited Partner who tendered one or more Units, Republic National Bank of Dallas will select by lot the Units to be purchased in such a manner that no more than one Unit is purchased from any Limited Partner.

(ii) If the number of Units proposed to be purchased by the General Partner is sufficient to permit the purchase of one Unit from each Limited Partner who tendered one or more Units, but insufficient to permit the purchase of two Units from each Limited Partner who tendered two or more Units, the General Partner will purchase one Unit from each Limited Partner who tendered one or more Units, and Republic National Bank of Dallas will then select by lot the additional Units to be purchased in such a manner that no more than one additional Unit (i.e. a total of two Units) is purchased from any Limited Partner.

(iii) Procedures similar to those outlined above will be followed in each case in which the number of Units tendered exceeds the number of Units proposed to be purchased by the General Partner. If a Unit is owned by two or more persons as joint tenants such Unit shall be deemed to be owned by a single Limited Partner for the purpose of the procedures outlined in this subsection (b).

(c) General Partner's obligation to purchase Units pursuant to this Article IX is subject to its receipt of any necessary consents under agreements to which General Partner is or may hereafter be a party and pursuant to which General Partner (or its predecessor) has borrowed or may hereafter borrow money. General Partner will use its best efforts to obtain such consents as may be necessary to enable it to effect purchases of the Units in the manner provided herein and, if it is unable to obtain such consents, it will use its best efforts to arrange for the purchase of the Units by another person on terms at least as favorable to the Limited Partners as those provided in this Article IX.

9.5 If the General Partner should decline to purchase all of the Units tendered in response to the last purchase offer extended to the Limited Partners pursuant to Section 9.3 hereof it will extend a subsequent purchase offer to each Limited Partner on or before March 31, 1985 and on or before each March 31 thereafter so long as the Partnership shall continue; *provided*, however, that the General Partner shall not be required to make any subsequent purchase offer if it has purchased all Units tendered by Limited Partners in response to a prior subsequent purchase offer. The purchase price for Units purchased pursuant to any subsequent purchase offer shall be computed in the manner set forth in Sections 9.1 and 9.2 hereof, and each such subsequent purchase offer shall be made in the manner provided in Section 9.3 hereof and shall be subject to the conditions and limitations provided in Section 9.4 hereof.

ARTICLE X

Limitations of Liabilities

10.1 The Partnership, to the extent of its assets, hereby indemnifies General Partner against any tort or contract liability resulting from any good faith act or omission to act on the part of General Partner, excepting the negligence of General Partner, its misconduct and the breach of its fiduciary duty as General Partner hereunder. The General Partner will be liable to the Partnership for willful or wanton misconduct.

10.2 General Partner shall not be liable to Limited Partners for any good faith act or omission to act on the part of General Partner, or the exercise of General Partner's judgment in good faith under the provisions of these Articles; *provided*, however, that the General Partner will be liable to the Limited Partners for its negligent acts or omissions to act and for such of its acts or omissions which may be held to constitute misconduct.

10.3 General partner shall satisfy any judgment, decree, decision or settlement, first, out of any insurance proceeds available therefore, next, out of the Partnership Properties, and finally, out of the assets and income of General Partner.

ARTICLE XI

Duration and Dissolution

11.1 *Dissolution:*

(a) Neither the death, insanity, incompetency or bankruptcy of any Limited Partner shall dissolve the Partnership. The successor to the rights of such a Limited Partner shall have all the rights of a Limited Partner for the purpose of settling or administering the estate or affairs of such Limited Partner; *provided*, however, that no such successor shall become a Substituted Limited Partner except in accordance with Section 8.2 hereof. Neither the expulsion of any Limited Partner nor the admission or substitution of a Limited Partner shall work a dissolution of the Partnership. The estate of a deceased, insane, incompetent, or bankrupt Limited Partner shall be liable for all his liabilities as a Limited Partner.

(b) The Partnership shall be dissolved upon the earliest to occur of: (I) the dissolution, bankruptcy or liquidation of General Partner or the occurrence of any other event which would permit a trustee or receiver to acquire control of General Partner's affairs; (ii) the sale, forfeiture or abandonment of substantially all the Partnership Properties; (iii) the adoption of a resolution to dissolve the Partnership by the affirmative vote of the holders of a majority of the Units then owned by the Limited Partners (other than the General Partner if it holds any Units); (iv) the resignation of the General Partner; (v) or December 31, 1994.

(c) The holders of not less than 10% of the Units owned by the Limited Partners (other than the General Partner if it holds any Units), may call a meeting of the Limited Partners to consider and vote upon a resolution to dissolve the Partnership and to appoint a liquidating trustee. Any such meeting shall be held not less than 20 nor more than 50 days after notice thereof has been sent by first class mail postage ptepaid to all of the Limited Partners and to the General Partner. At any such meeting each Limited Partner shall have one vote for each Unit owned by him on the date of such meeting and may vote in person or by proxy. Units owned by the General Partner shall not be voted at any such meeting. The Partnership will pay the reasonable costs of any such meeting including the solicitation of proxies therefor if the resolutions presented to such meeting are approved by the holders of a majority of the Units (other than the General Partner if it holds any Units). Otherwise the costs of such meeting shall be paid by the persons calling it, and each person who solicits proxies with respect to such meeting will pay the costs of his solicitation.

11.2 *Liquidation:*

(a) If the Partnership shall be dissolved for any reason, no further business shall be conducted, except for the taking of such action as shall be necessary for the winding up of the affairs of the Partnership and the distribution of its assets to the Partners pursuant to the provisions of this Section. On such dissolution, General Partner shall act as liquidating trustee and shall have full authority to wind up the affairs of the Partnership and to make final distribution as provided herein; *provided*, however, if the Partnership is dissolved for any reason set forth in Section 11.1(b)(i) or 11.1(b)(iii), Limited Partners shall, by a vote of a majority of the Units then owned by the Limited Partners (other than the General Partner if it holds any Units), designate a party to act as the liquidating trustee.

(b) As promptly as possible after dissolution, the liquidating trustee shall cause a final statement of account to be prepared, which shall show with respect to each Partner the status of such Partner's account and the amount, if any, owing to the Partnership.

(c) Upon dissolution of the Partnership the liquidating trustee may sell any or all Partnership Properties at the best cash price available or it may distribute such Properties in kind. General Partner shall have the prior and preferential right to purchase all or any Partnership Properties at the same price and upon the same terms as the highest and best offer made by any third party therefor. The proceeds from the sale of Partnership Properties shall be allocated to each Partnership Property to which such proceeds reasonably relate on the basis of reserve reports and property evaluations prepared by independent petroleum engineers or geologists selected by the liquidating trustee. Indebtedness of the Partnership shall also be allocated insofar as possible to each Partnership Property to which such indebtedness may be deemed to relate. The proceeds of sale allocated to each Partnership Property shall then be allocated between the Investors (including the General Partner in respect of its General Partner's Shares) and the General Partner (in respect of its Working Interest After Payout in such Partnership Property) in the manner provided in Section 6.3(b) hereof. That portion of the indebtedness relating to each Partnership Property which corresponds to the portion of the proceeds of the sale of such Property allocable to the General Partner in respect of its Working Interest After Payout in such Property shall be allocated to the General Partner in respect of such Working Interest After Payout and the remaining portion of such indebtedness relating to such Property shall be allocated to the Investors (including the General Partner in respect of its General Partner's Shares). Partnership assets and Partnership debts which in the judgment of the General Partner cannot be attributed to any Partnership Property shall be allocated to the Investors. After payment or provision for payment of all Partnership debts, obligations, liabilities (including all debts, obligations and liabilities to General Partner) and all costs of dissolution, the liquidating trustee shall distribute to each Investor (including the General Partner in respect of its General Partner's Shares) and to the General Partner (in respect of its Working Interest After Payout) the credit balance (if any) in his account. The amount distributed to the General Partner on account of his General Partner's Shares will be an amount equal to the value of the net assets available for distribution to Investors multiplied by the General Partner's Allocation Percentage and the amount distributed to each Limited Partner will be equal to the value of the net assets available for distribution to the Investors multiplied by his Allocation Percentage.

(d) Notwithstanding the foregoing, if any Partner shall be indebted to the Partnership, then until payment of such amount by him, the liquidating trustee shall retain such Partner's distributive share of Partnership Properties and apply the income therefrom to the liquidation of such indebtedness and the cost of operations of such Partnership Properties during the period of such liquidation; *provided*, however, if at the expiration of six months after the statement, for which provision is made in Section 11.2(b), has been given to such Partner, such amount has not been paid or otherwise liquidated, the liquidating trustee, insofar as permitted under applicable law, may sell the interest, Shares, or Unit(s) of such Partner at public or private sale at the best price immediately obtainable, which price shall be determined in the sole judgment of the liquidating trustee. So much of the proceeds of such sale as shall be necessary shall be applied to the liquidation of the amount then due under this Section and the balance of such proceeds, if any, shall be delivered to such Partner. Such Partner shall continue to be liable for such portion of such indebtedness as shall not have been liquidated pursuant to such sale.

(e) The liquidating trustee shall comply with any requirements of TULPA or other applicable law except as modified by these Articles, pertaining to the winding up of a limited partnership, at which time the Partnership shall stand liquidated.

(f) Each Partner shall look solely to the assets of the Partnership for the return of his capital, and if the Partnership Properties remaining after the payment or discharge of the debts and liabilities of the Partnership is insufficient to return his capital, he shall have no recourse against the General Partner or any Limited Partner for that purpose.

ARTICLE XII

Power of Attorney

Each Limited Partner hereby irrevocably designates and appoints Hanover Petroleum Corporation, General Partner of the Partnership, and its duly authorized agents and successors, each with power of substitution, his agent and attorney-in-fact in his name, place and stead to do any ministerial act necessary to qualify the Partnership to do business under the laws of any jurisdiction in which it is necessary to file any instrument in writing in connection with such qualification, and to make, execute, swear to and acknowledge, amend, file, record, deliver and/or publish (1) any Certificate of Limited Partnership, amended Certificate of Limited Partnership or amendments to any Certificate of Limited Partnership required or permitted to be filed on behalf of the Partnership under TULPA or required or permitted to be filed or recorded under the statutes relating to limited partnerships or to partnerships in commendam under the laws of any jurisdiction in which the Partnership shall engage or seek to engage in business; (2) a counterpart of or amendment to these Articles for the purpose of substituting as Limited Partner an assignee or successor to a Limited Partner's Unit(s) pursuant to these Articles; (3) a counterpart of these Articles or of any amendment hereto for the purpose of filing or recording such counterpart in any jurisdiction in which the Partnership may own property or transact business; (4) all certificates and other instruments necessary to qualify or continue the Partnership as a limited partnership or partnership wherein the Limited Partners have limited liability in the jurisdiction where the Partnership may own property or be doing business; (5) any fictitious or assumed name certificate required or permitted to be filed by or on behalf of the Partnership; (6) any other instrument which is now or which may hereafter be required by law to be filed for or on behalf of the Partnership; (7) any offers to lease, leases, assignments and requests for approval of assignments, statements of citizenship, interest and holdings, and any other instruments or communications now or hereafter required or permitted to be filed on behalf of the Partnership or the several Partners in the Partnership in their capacities as such under any law relating to the leasing of government land for oil, gas or other mineral exploration or production; (8) a certificate or other instrument evidencing the dissolution or termination of the Partnership when such shall be appropriate in each jurisdiction in which the Partnership shall own property or do business; (9) any amendment to these Articles pursuant to Section 13.9 hereof; (10) a limited partnership agreement forming a limited partnership having the Partnership as a limited partner and General Partner or an Affiliate of the General Partner as general partner if deemed advisable by counsel for General Partner in connection with or as an alternative to the qualification of the Partnership to do business in any state; and (11) any other instruments necessary to conduct the operations of the Partnership.

The existence of this Power of Attorney shall not preclude execution of any such instrument by any Limited Partner individually on any such matter. This Power of Attorney shall not be revoked and shall survive the assignment or transfer by any Limited Partner of all or part of his Unit(s) in the Partnership and, being coupled with an interest, shall survive the death or incapacity of any Limited Partner to the extent that he 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 any attorney-in-fact appointed or designated hereunder is authorized, regular and binding without further inquiry. Each Limited Partner shall execute and deliver to General Partner or each successor General Partner in the Partnership within five days after receipt of a request therefor by General Partner or such successor General Partner such further designations, powers of attorney and other instruments as General Partner or such successor General Partner shall reasonably deem necessary.

ARTICLE XIII

Miscellaneous Provisions

13.1 *Entire Contract:* These Articles shall constitute the entire contract between the parties, and there are no other or further agreements outstanding not specifically mentioned herein; *provided*, however, that the parties may amend and supplement these Articles in writing from time to time in the manner and to the extent provided in Section 13.9 hereof.

13.2 *Notices:* Notices and reports hereunder shall be in writing and shall be deemed to be given and received when placed in the United States mail, if properly posted with postage prepaid, first class, certified or registered mail in an envelope properly addressed (i) if to General Partner, at 211 North Ervay Street, Dallas, Texas 75201, or (ii) if to a Limited Partner, to the address set forth under his name on the signature page hereto, or to such other address as General Partner may specify in a written notice to the Limited Partners or any Limited Partner may specify in a written notice to General Partner.

13.3 *Nature of Units of Limited Partners:* The units owned by the Limited Partners in this Partnership are personal property.

13.4 *Place of Contract:* These Articles are made, accepted and delivered in Dallas County, Texas, are performable in that County, and shall be construed and enforced according to the laws of the State of Texas and the courts of that State, except as may otherwise be required by the laws of any other jurisdiction.

13.5 *Qualification in Other States:* To the extent that the business of the Partnership is conducted in jurisdictions outside of the State of Texas, then the parties agree that this Partnership shall exist under the laws of each jurisdiction in which such business is actually conducted to the extent that it is necessary in order to do business in each such jurisdiction but that otherwise the laws of the State of Texas shall govern this Partnership. Each Partner agrees to execute such other and further documents as may be required or requested by General Partner in order to qualify the Partnership to conduct its business in other jurisdictions. To the extent that business of the Partnership shall be conducted in another jurisdiction, General Partner may, in its discretion, designate a principal place of business and other offices in such jurisdiction. General Partner may cause a limited partnership agreement to be entered into forming a limited partnership having the Partnership as a limited partner and General Partner or an Affiliate of the General Partner as general partner if deemed advisable by counsel for General Partner in connection with or as an alternative to the qualification of the Partnership to do business in any state.

13.6 *Execution in Counterparts:* These Articles may be executed in multiple counterparts, each to constitute an original, but all in the aggregate to constitute one agreement as executed.

13.7 *Partnership in Commendam:* It is also the intention of the parties hereto to create a partnership which constitutes a partnership in commendam in the State of Louisiana, to be effective as of the date these Articles are filed in the office of the Clerk of the Court of Lafayette Parish, Louisiana. In Louisiana the principal place of business of the Partnership shall be in such Parish. However, if it so desires, General Partner may from time to time change such principal place of business to any other location in the State of Louisiana.

13.8 *Severability:* In case any one or more of the provisions contained in these Articles shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

13.9 *Amendments:*

(a) These Articles shall not be amended without the consent of all Limited Partners if the effect of any such amendment would be to increase their liability or to change the contributions required of the Limited Partners, their rights and interest in gains and losses of the Partnership, or their rights upon liquidation thereof.

(b) The General Partner may without notice to, or consent of, any Limited Partner, amend any provision of these Articles, or consent to and execute any amendment to these Articles, to reflect:

(i) A change in the name or the location of the principal place of business of the Partnership;

(ii) Admission of Substituted or Additional Limited Partners in accordance with these Articles;

(iii) A reduction in, return of, or withdrawal of, all or a portion of any Limited Partner's Capital Contribution;

(iv) A correction of any typographical error or omission;

(v) A change which is necessary in order to qualify the Partnership as a limited partnership under the laws of any other state or which is necessary or advisable in the opinion of the General Partner to ensure that the Partnership will not be treated as an association taxable as a corporation for Federal income tax purposes; or

(vi) Any other amendment similar to the foregoing.

(c) In the event General Partner proposes an amendment of these Articles, other than an amendment of the type described in Subsection (b) above, it shall deliver to the Limited Partners a verbatim statement of the proposed amendment, a statement of the purpose thereof, and an opinion of the Partnership's counsel as to the legality of such amendment. Unless the affirmative consent of a specified percentage in interest of the Limited Partners is required by law or a unanimous consent is required by Subsection (a) above, each such amendment shall become effective upon the ratification by the holders of a majority of the Units then outstanding (other than the General Partner if it holds any Units) in writing or by vote (in person or by proxy) at a meeting of the Limited Partners duly called by the General Partner.

(d) (1) The General Partner upon the receipt of written requests from the holders of a majority of the Units (other than the General Partner, if it holds any Units), shall cause these Articles to be amended in the manner set forth in such requests, *except* that the Limited Partners shall not have the right to require any such amendment if (i) such amendment shall increase the liability of any Partner or alter substantially the rights or interests of any Partner in the Partnership or under these Articles without the consent of each Partner whose rights or interests are affected; or (ii) such right of amendment would constitute the right to exercise control or any other power which could cause any Limited Partner to incur liability for the obligations of the Partnership, pursuant to the law of any state in which the Partnership operates or does business, in excess of his interest in the Partnership Properties.

(2) If the General Partner has not caused these Articles to be amended in the manner set forth in Subsection (d) above within 30 days of its receipt of the written requests described above it shall within 15 days after the expiration of such 30-day period send to each Limited Partner by first class mail postage prepaid notice of such proposed amendment, which notice shall include the text of the proposed amendment, the name and address of each Limited Partner who has requested the adoption of such amendment and a detailed statement, supported by an opinion of counsel (a copy of which shall be annexed to such notice), setting forth the basis for the General Partner's belief that (i) such amendment shall increase the liability of any Partner or alter substantially the rights or interests of any Partner in the Partnership or under these Articles without the consent of each Partner whose rights or interests are affected; or (ii) such right of amendment would constitute the right to exercise control or any other power which could cause any Limited Partner to incur liability for the obligations of the Partnership, pursuant to the law of any state in which the Partnership operates or does business, in excess of his interest in the Partnership Properties.

(e) (1) Notwithstanding the provisions of Subsection (d) of this Section 13.9 but subject to the conditions set forth in Subparagraph (3) hereof, General Partner, within 30 days following receipt of written requests from the holders of a majority of the Units (other than the General Partner, if it holds any Units) shall cause these Articles to be amended in order to provide for:

(i) the removal of the General Partner by the holders of a majority of the Units (other than the General Partner, if it holds any Units); and

(ii) the election by the holders of a majority of the Units (other than the General Partner, if it holds any Units) of a Substitute General Partner to continue the business of the Partnership following the resignation, removal, dissolution, bankruptcy or liquidation of General Partner or the appointment of a receiver or trustee to take control of the General Partner's affairs; and

(iii) the purchase by a Substitute General Partner from a retired or removed General Partner of the interest in Partnership Properties attributable to the General Partner's Working Interest After Payout which such retired or removed General Partner would be entitled to receive pursuant to paragraph (2) of this subsection (e) at a price to be determined by a qualified independent engineer or appraiser in accordance with the procedures set forth in Article IX hereof relating to the computation of the purchase price of the Units in purchase offers required to be made pursuant to such Article; and

(iv) such other revisions in these Articles as may be necessary to implement the foregoing provisions of this Section 13.9(e).

(2) Any amendment to the Articles filed pursuant to this Section 13.9(e) shall provide that if the General Partner shall resign, or shall be removed as provided above, or shall be declared a bankrupt, shall dissolve or liquidate, or if a receiver or trustee shall be appointed to take control of General Partner's affairs, and if the Articles shall be amended to provide that the Partnership shall not be dissolved upon the occurrence of any of the aforementioned events, then the General Partner who has resigned or been removed or the trustee or receiver appointed to take control of General Partner's affairs would be entitled to receive from the Partnership in money or in kind such distribution of Partnership Properties as such General Partner would have been entitled to receive if the Partnership had been dissolved on the date of such resignation or removal or on the date of such appointment of a receiver or trustee, excepting any preferential right to purchase the Partnership Properties.

(3) The General Partner shall not file any amendment to the Articles pursuant to this Section 13.9(e) unless:

(i) General Partner shall have received an unqualified opinion from its counsel or from competent counsel selected by the holders of a majority of the Units (other than the General Partner if it holds any Units) to the effect that neither the filing of such an amendment nor the implementation of the provisions thereof will constitute the Partnership, a general partnership or will cause any Limited Partner to incur liability for the obligations of the Partnership, pursuant to the law of any state in which the Partnership operates or does business, in excess of his interest in the Partnership Properties; or

(ii) A State court of competent jurisdiction in each State in which the Partnership transacts business whose decision shall determine the legal rights of the Limited Partners for all purposes shall have determined in an action for declaratory judgment for the Partnership, or shall have determined for another partnership on like facts, that neither the filing of such an amendment nor the implementation of the provisions thereof will constitute the Partnership a general partnership or otherwise cause a Limited Partner to incur liability for obligations of the Partnership in excess of his interest in the Partnership Properties; and

(iii) the Partnership shall have received an opinion or ruling from the Internal Revenue Service applicable to the Partnership to the effect that neither the filing of such an amendment nor the implementation of the provisions thereof will result in the treatment of the Partnership as an association taxable as a corporation for Federal income tax purposes.

13.10 *Meetings of Limited Partners to Consider Amendments to the Articles:* The General Partner or the holders of not less than 10% of the Units (other than the General Partner if it holds any Units) may call a meeting of the Limited Partners to consider and vote upon any proposal to amend the Articles pursuant to Section 13.9 hereof. Any such meeting shall be held not less than 20 nor more than 50 days after notice

thereof has been sent first class mail, postage prepaid, to all of the Limited Partners and (unless the meeting has been called by the General Partner) to the General Partner. At any such meeting each Limited Partner shall have one vote for each Unit owned by him on the date of such meeting and may vote in person or by proxy. Units owned by the General Partner shall not be voted at any such meeting. The Partnership will pay the reasonable costs of any such meeting, including the solicitation of proxies therefor.

13.11 *Signatures of Limited Partners:* Each Limited Partner authorizes General Partner to attach to these Articles executed signature pages of all of Limited Partners.

13.12 *Waivers:* The failure of any party to seek redress for violation, or to insist upon the strict performance, of any covenant or condition of these Articles shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

13.13 *Headings:* The headings in these Articles 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 these Articles or any provision hereof.

13.14 *Rights and Remedies Cumulative:* The rights and remedies provided by these Articles 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.

13.15 *Waiver of Right to Partition:* Each of the parties hereto irrevocably waives during the term of the Partnership any right that it may have to maintain any action for partition with respect to the Partnership Property.

13.16 *Heirs, Successors and Assigns:* Each and all of the covenants, terms, provisions, and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by these Articles, their respective heirs, devisees, legal representatives, successors and assigns.

13.17 *Seizure of Unit(s) of Limited Partner:* In the event of the seizure and sale of a Limited Partner's Unit(s) by a creditor of such Limited Partner, such seizure and sale, even though legal, shall not operate as a dissolution of the Partnership and the party acquiring such Limited Partner's Unit(s) by virtue of such seizure and sale, shall not become a Substituted Limited Partner except in accordance with Section 8.2 hereof.

IN WITNESS WHEREOF, the undersigned have executed these Articles as of the day and year first above written.

GENERAL PARTNER:

HANOVER PETROLEUM CORPORATION

By .....
Charles T. Winn, Vice President

ATTEST:

.....
Assistant Secretary

WITNESSES TO SIGNATURE:

.....

.....

ALL LIMITED PARTNERS LISTED ON EXHIBIT A ATTACHED HERETO AND TO THE FOREGOING CERTIFICATE AND ARTICLES OF LIMITED PARTNERSHIP:

BY: .....

Agent and Attorney in Fact for all Limited Partners listed on Exhibit A attached hereto.

Witnesses to Signature:

.....

.....

STATE OF TEXAS)(
COUNTY OF DALLAS)(

On this 14th day of October, 1976 before me personally appeared Charles T. Winn, Vice President of Hanover Petroleum Corporation, who, being by me first duly sworn, on oath stated that Hanover Petroleum Corporation executed the foregoing Certificate and Articles of Limited Partnership as the General Partner thereof.

WITNESS MY HAND AND SEAL OF OFFICE this 14th day of October, 1976.

Virginia Worsham
Notary Public in and for
Dallas County, Texas

VIRGINIA WORSHAM, Notary Public
In and for Dallas County, Texas

STATE OF TEXAS)(
COUNTY OF DALLAS)(

On this 14th day of October, 1976, before me personally appeared Cody Wales who, being by me first duly sworn, on oath stated that he executed the foregoing Certificate and Articles of Limited Partnerhsip as Agent and Attorney-in-Fact for each Limited Partner listed on Exhibit A attached hereto and that each such Limited Partner has executed a power of attorney authorizing him to execute the foregoing Certificate and Articles of Limited Partnership on behalf of each such Limited Partner.

WITNESS MY HAND AND SEAL OF OFFICE this 14th day of October, 1976.

Virginia Worsham
Notary Public in and for
Dallas County, Texas

VIRGINIA WORSHAM, Notary Public
In and for Dallas County, Texas

EXHIBIT "A"

This Exhibit "A" contains the names of all Limited Partners. The place of residence and the capital contribution of each Limited Partner are set forth below the name of such Limited Partner.

Samuel K. Abrams
5828 Lenox Road
Bethesda, Maryland 20034
$10,000

Theodore J. Adams
June E. Adams
930 Gary Court
Wheaton, Ill. 60187
$5,000

James E. Ainley, Jr.
2530 Bayfront Pkwy.
Orlando, Fla. 32806
$5,000

Ellen N. Aldeen
1409 Lundvall Avenue
Rockford, Ill. 61107
$5,000

Nellie K. Alexander
5823 Knollwood Dr.
Rockford, Ill. 61107
$5,000

Beaumont Allen
77 E. Andrews Dr., N.W.
#176
Atlanta, Georgia 30305
$10,000

John A. Almquist
3924 Avenida de Montezuma
Tucson, Ariz. 85715
$5,000

Van Anderson
5728 Springbrook
Rockford, Ill. 61111
$5,000

Ronald M. Ansin
31 Crescent Road
Leominster, Mass. 01453
$10,000

W.T. Askew
H. Ruth Askew
635 Calle Nomada
Tubac, Ariz. 85640
$5,000

Norman D. Axelrad
6727 Lemal
Lincolnwood, Ill. 60646
$5,000

John William Bassler
1601 Clark Street
Room 446
Detroit, Mich. 48209
$5,000

Thomas J. Beeler
701 E. Prospect Ave.
Lake Bluff, Ill. 60044
$5,000

William A. Belden
P. O. Box 218
Bedford Hills, N.Y. 10507
$35,000

Duke Cole Blackburn
Rte. 6, Box 29
Newnan, Georgia 30263
$45,000

Jerome Henry Brander
317 Carvel Avenue
Cedarhurst, N. Y. 11516
$5,000

Harold C. Brandlein
1723 Kings Highway
Rockford, Ill. 61107
$10,000

Fred L. Brengel
126 Marie Street
Hicksville, N.Y. 11802
$5,000

Fred J. Brenkman
335 Country Club Drive
Pekin, Ill. 61554
$10,000

Richard H. Buell
Jane A. Buell
6 Wendover Lane
St. Louis, Missouri 63124
$5,000

Bumby & Stimpson, Inc.
John F. Stimpson, Pres.
220 Landstreet Road
Orlando, Fla. 32809
$5,000

Alice D. Bunnell
16 Lakeledge Drive
Buffalo, N.Y. 14221
$10,000

Nelson S. Burbank
24 Juniper Circle
Reading, Mass. 01867
$5,000

Stephen G. Burritt
P. O. Box 490
Harvard, Ill. 60033
$5,000

Edward L. Busch
3817 High Green Drive
Marietta, Ga. 30367
$5,000

W. S. Carlisle, Jr.
1561 Wild Flower Way
South Bend, Ind. 46616
$5,000

Edwin W. Carlson, Jr.
1804 Parkview Ave.
Rockford, Ill. 61107
$5,000

Irene Weston Croft
1 Ansley Drive, N.E.
Atlanta, Ga. 30309
$25,000

Gerald R. Curtis
Bettie A. Curtis
4851 Aurora Drive
Ventura, Calif. 93003
$10,000

Milton F. Darr, Jr.
Margaret P. Darr
316 Forest Trail
Oak Brook, Ill. 60521
$20,000

Russell Davis
10 Oleander Lane
Debary, Fla. 32713
$5,000

L.J. Davison Furniture
Company
B. T. Davison
113 North Main Street
Shenandoah, Pa. 17976
$15,000

Donald DeCarlo
725 S. Seminary
Park Ridge, Ill. 60068
$5,000

Frank R. DeLuca, M.D.
4619 Douglas Avenue
Bronx, N.Y. 10471
$10,000

Brian DeNoble
4725 Grand View Dr.
Peoria, Ill. 61614
$5,000

Wallace J. Dickey
1315 E. Main St.
St. Charles, Ill. 60174
$125,000

Margaret S. Dillender
411 Fern Trail
Signal Mountain, Tenn. 37377
$5,000

Joseph Distel
Ida S. Distel
46 Maplewood Ave.
West Hartford, Conn. 06119
$5,000

Eleanor L. Duble
3103 Highway 35
Hazlet, N.J. 07730
$10,000

Georgia I. Duffy Trust
Georgia I Duffy and
Nathaniel P. Duffy, Trustees
7637 Lindbergh Dr.
St. Louis, Mo. 63117
$5,000

Alex A. Ebel
3306 N.E. 128th Ave.
Portland, Oregon 97230
$5,000

Ross I. Edwards
Mrs. W. Dell Edwards
5844 Swan Creek Dr.
Toledo, Ohio 43614
$5,000

Lee F. Esser
P. O. Box 104
Camp Hill, Pa. 17011
$30,000

Maurice J. Ferchen
Gail L. Ferchen
5504 Birchwood Way
Lansing, MI 48917
$5,000

Carl Edwin Fichtel
4330 Hartwick Rd., Apt. 516
College Park, Md. 20740
$5,000

Dr. Robert E. Flatley
827 15th Street
Moline, Ill. 61265
$5,000

John P. Fox, Jr.
201 Kedzie Street
Evanston, Ill. 60202
$10,000

Robert L. Frederickson Co.,
Inc.
Robert L. Frederickson,
Pres.
8541 S. Kostner Ave.
Chicago, Ill. 60652
$30,000

Robert R. Freiny
4N 193 Wildrose Road
St. Charles, Ill. 60174
$10,000

Fridh Enterprises
Roy Fridh, Partner
920 22nd Street
Rockford,Ill. 61108
$10,000

G. R. Gardner
3620 Stardust Dr.,N.E
Albuquerque,NM 87110
$15,000

John A. Goffrier
Betty G. Goffrier
892 Normandy Dr.,S.
Salem, Oregon 97302
$5,000

Jean K. Goehner
12 Pine Needle Rd.
Cochituate,MA 01778
$5,000

Joseph B. Goldman
5250 Linnean Ave.,NW
Washington, D.C. 2001
$10,000

Bernard L. Goodman
Betty Goodman
16 Decker Avenue
Elizabeth, N.J. 07028
$20,000

Robert J. Granovsky
Barbara M. Granovsky
385 Hartford Road
S. Orange, N.J. 07079
$10,000

Patrick R. Grogan
113 51st Street
Western Springs, Ill.
60558
$15,000

Clifford E. Gustavson
1701 Palmer Avenue
Winter Park, Fla.
32789
$5,000

Alvin H. Gutman
584 Main St.
Buffalo, N.Y. 14202
$10,000

Alvin Gutman Ltd.
584 Main Street
Buffalo, N.Y. 14202
$10,000

Manfred A. Haechtel
Renate S. Haechtel
2319 Lone Oak Lane
Vista, Calif. 92083
$10,000

Maurice C. Hale
Janet J. Hale
P. O. Box 99
Albany, Oregon 97321
$10,000

Philip T. Hamer
1125 School Avenue
Freeport, Ill. 61032
$5,000

Stanley F. Hampton
93 Lake Forest
St. Louis, Mo. 63117
$10,000

Edward J. Hand
521 Flossmoor Avenue
Waukegan, Ill. 60085
$15,000

Robison D. Harley
The Fairmont
Apt. 703
Bala Cynwyd, Pa. 19004
$5,000

J. P. Healy, M.D.
1115 N. Fairway Drive
Mesa, Arizona 85201
$5,000

James W. Hill
8541 S. Kostner Ave.
Chicago, Ill. 60652
$5,000

Hillco Carpentry & Millwork
James W. Hill, President
8541 South Kostner Ave.
Chicago, Ill. 60652
$20,000

Herman N. Hipp
Rte. 7 East Round Hill Rd.
Greenville, S.C. 29609
$20,000

William M. Hofacke
8 Hunting Hollow Road
Greenville, S.C. 29607
,000

Arthur Howell
3290 Ridgewood Road N.W.
Atlanta, Ga. 30327
$5,000

Caroline S. Howell
3727 Tuxedo Road, N.W.
Atlanta, Ga. 30305
$10,000

Edward D. Howell
104 Lexington Ave.
Buffalo, N.Y. 14222
$5,000

Kent H. Hughes
3150 S. Lake Shore Dr.
St. Joseph, Mi. 49085
$15,000

John R. Hughey
Virginia R. Hughey
1730 E. 65th Street
Tacoma, Wash. 98404
$5,000

Fred J. Jelovsek
417 Evergreen
Waukegan, Ill. 60085
$10,000

Howard W. Jeske
3216 Nordic Road
Arlington Heights, Ill.
60006
$10,000

Earl C. Jertson
2A Turtle Creek Dr.
Tequesta, Fla. 33458
$5,000

Ronald K. Johnson
Judith A. Johnson
4222 S.W. 107th
Seattle, Wash. 98146
$5,000

Lynn W. Jones
23011 Brenford
Woodland Hills, Calif.
91364
$5,000

Michael Katz
Joyce Katz
30 Bramble Lane
Melville, N.Y. 11746
$5,000

Ralph G. Kazi
236 Heathcote
Scarsdale, N.Y. 10583
$10,000

Mabel Muskopf Kitchell
14 Arrowhead Estates
Chesterfield, Mo. 63017
$5,000

David A. Kjell
615 Skylark Drive
Rockford, Ill. 61107
$10,000

Gerard J. Klauder
6649 S.W. 62nd Terrace
Miami, Fla. 33143
$5,000

Margaret S. Kundtz
Suite 407
2112 Acacia Park Drive
Lyndhurst, Ohio 44124
$5,000

Bertram G. Kwasman
15 Danebrock Drive
Buffalo, N.Y. 14226
$5,000

James Lago
2035 Winding Brook Way
Westfield, N.J. 07090
$5,000

Clifford L. Lamar as
Trustee
U/A/T/Dtd 6/ 8/76
FBO Rachel L. Lamar
417 N. 20th Street
Room 1630
Birmingham, Ala. 35203
$5,000

Frederick W. Lapham, Jr.
177 Summit Street
Burlington, Vt. 05401
$5,000

William Leide
1106 McConnell Drive
Decatur, Ga. 30033
$20,000

Mary Morris Leighton
2912 Marine Street
South Bend, Indiana 46614
$10,000

John F. Lonergan
4949 26th Avenue
Rockford, Illinois 61108
$5,000

Paul Martin
509 W. Stratford Dr.
Peoria, Illinois 61614
$5,000

George R. Matash
11 Almroth Drive
Wayne, New Jersey 07470
$5,000

Josephine A. May
316 E. Jefferson St
Rockford, Illinois 61107
$5,000

M. Wayne McDonald
212 Glenwood Road
Americus, Georgia 31709
$5,000

Paul A. McKim
Daisy B. McKim
714 Morris Ave.
Bryn Mawr, Penna. 19010
$5,000

Michael M. Menser
Joan Foster Menser
1021 E. Broadway, Box 976
Columbia, Missouri 65201
$5,000

Joseph Meyerhoff
One Slade Avenue, Apt. 901
Baltimore, Maryland 21208
$50,000

Harvey M. Meyerhoff
3200 Caves Road
Owings Mills, Md. 21117
$50,000

Billy E. Moore
Zella H. Moore
4126 Olympic Lane
Columbus, Ga. 31907
$15,000

Laurel L. Mors
John Mors
Route 2
16214 N.W. 41st Ave
Ridgfield, Wash. 98642
$5,000

Eston E. Mullinix
118 Atlantic Rd.
N.Palm Beach, Fla. 33408
$5,000

Paul S. Nadler
Ruth K. Nadler
14 Friar Tuck Circle
Summit, New Jersey 07901
$10,000

Robert A. Newbill
311 Iran Novin Ave.
(Aryamehr)
Tehran, Iran
$15,000

Arthur Ostrander
Harriet H. Ostrander
360 Rumstick Road
Barrington, R.I. 02806
$10,000

Ronald C. Pfantz
R 2 Box 66
Pipestone, Minn. 56164
$5,000

Kenneth C. Prince
Pearl L. Prince
1045 Hillcrest Rd.
Glencoe, Ill. 60022
$5,000

Joseph L. Rayniak
1420 Arcady Drive
Lake Forest, Ill. 60045
$25,000

Howard C. Reeder
1125 Sheridan Rd.
Wilmette, Ill. 60091
$5,000

Kenneth M. Rideout
6516 S. E. Charles
Milwaukie, Ore. 97222
$5,000

Sido L. Ridolfi
River Road
Titusville, N.J. 08560
$5,000

Martin Rigrotsky
222 West Oak Street
Shenandoah, Pa.
$20,000

Jerome Rosenthal
1 Polo Field Lane
Great Neck, N.Y. 11020
$5,000

Irvin S. Rubin
Dolores J. Rubin
7232a Dartmouth
St. Louis, Mo. 63105
$5,000

Walter T. Sarna
5211 S. Sacramento Ave.
Chicago, Ill. 60632
$10,000

Charlotte M. Schluter
P. O. Box 509
Princetown, N.J. 08540
$10,000

Samuel Schoenberg
1078 Mount Pleasant Rd.
Winnetka, Ill. 60093
$5,000

Max Schwartz, Separate
Property
2621 Richmond
Suite 103
Houston, TX 77006
$10,000

J.D. Serrato, Jr.
3635 Edgewood Road
Columbus, Ga. 31907
$5,000

Arnold M. Silverstein
20 Hickory Hill Road
Williamsville, N.Y. 14221
$5,000

Thomas R. Slott
Lorraine L. Slott
25 W. 767 Durfee Rd.
Wheaton, Ill. 60187
$5,000

Fred W. Smith
Claire L. Smith
2291 Kingsley
Macon, Georgia 31204
$10,000

Jules M. Stanisci
Patricia M. Stanisci
4 Timber Drive
N. Caldwell, N.J. 07006
$5,000

Arthur C. Stevens
Ruth P. Stevens
12268 Iredell
Studio City, Calif. 91604
$5,000

James M. Stewart III
Karen G. Stewart
506 Tiffany Trail
Richardson, TX 75081
$5,000

John F. Stimpson
353 Ivanhoe Blvd.
Orlando, Fla. 32804
$5,000

Charles D. Strang, Jr.
575 Tara Lane
Lake Forest, Ill. 60045
$15,000

John I Taeni
77 East 77th Street
New York, N.Y. 10021
$10,000

Madeleine R. Taeni
77 East 77th Street
New York, N.Y. 10021
$5,000

Otto Tauck Trust dtd.
8/7/72
Otto Tauck, Trustee
331 E. Forest Street
Marengo, Ill. 60152
$25,000

Newton E. Turney
10540 Tropicana Circle
Sun City, Ariz. 85251
$10,000

Thulsko Von Metzsch
4 Pershing Avenue
Trenton, N.J. 08618
$10,000

John W. VanOuwerkerk
126 Marie Street
Hicksville, N.Y. 11802
$5,000

R. F. Wallace
Rte. 2 Box 97
Mundelein, Ill. 60060
$10,000

M. D. Walston
Bette W. Walston
Fairmount Addition
Alton, Ill. 62024
$15,000

John P. Welborn, M.D.
213 East Main Street
Morganfield, Ky. 42437
$10,000

Clarence A. Weltman
8969 Hennepin Avenue
Niagara Falls, N.Y. 14304
$5,000

David L. Willner
Marilyn D. Willner
615 St. John's Circle
Phoenixville, Pa. 19460
$5,000

Art Wirt
121 Mountainside Drive
Lafayette, La. 70505
$10,000

Genevieve A. Wisel
103 Temple Lane
Naples, Fla. 33940
$10,000

Hobart H. Wright
8026 W. Wisconsin Ave.
Wauwatosa, Wis. 53213
$5,000

Mackey Rucker Yates
Mary Emma Yates
749 Bizerte
Dallas, Texas 75224
$5,000

J. C. Zimmerman, Sr.
223 Sumter Avenue
Summerville, S.C. 29483
$5,000

JoAnne Carner
7500 St. Andrews Drive
Lake Worth, Fla. 33460
$10,000

Robert E. Dalums
1431 Park Avenue
River Forest, Ill. 60305
$20,000

Richard P. Ettinger
449 Selby Lane
Atherton, Calif. 94025
$25,000

Elmer T. Gustafson
626 S. Kensington Ave.
LaGrange, Ill. 60525
$10,000

John B. Healy
846 Greenwood Ave.
Carpentersville, Ill. 60110
$5,000

Harry L. Holman
Jean W. Holman
2013 S. Brailsford Road
Camden, S.C. 29020
$5,000

Frank J. Martin, Jr.
Ruth A. Martin
5238 Windmill Lane
Columbia, Md. 21044
$5,000

Davis U. Merwin
R.R. #1
Bloomington, Ill. 61701
$10,000

Richard J. Van Osdol
8320 N. University
Peoria, Ill. 61614
$40,000

Aaron L. Heimowitz
82-33 Crenfell St.
Kew Gardens, New York 11415
$5,000

Dr. Irving J. Weigensberg
212 W. Belcrest Dr.
Peoria, Illinois 61614
$5,000

Curtis J Bailey
Rd. #2
New Ringgold, Pa. 17960
$5,000

Carlyle F. Barnes
Peacedale Street
Bristol, Conn. 06010
$30,000

FWB Corporation
Robert L. Bael, Pres.
330 Madison Avenue
New York, N.Y. 10017
$150,000

Lee C. Howley
5430 Portage Drive
Vermilion, Ohio 44089
$10,000

Elizabeth K. Smith
Pinehurst #10
West Hartland, Conn. 06091
$10,000

Devora Seltzer
400 E. Randolph Street
Apt. 2625
Chicago, Illinois 60601
$10,000

Gary Cohen, M.D.
200 Brantwood Drive
Snyder, New York 14226
$5,000

Boris, Inc.
William L. Rootham, President
5723 North Shore Drive
Milwaukee, Wisc. 53217
$5,000

C. M. Holding Co., Inc.
Geoffrey C. Fear, President
200 South Ela Road
Lake Zurich, Ill. 60047
$10,000

Charles J. Graham
299 Steinmetz Drive
Manchester, N.H. 03104
$5,000

Alma Jean Johnson Revocable
Trust dated 8/10/76
Alma Jean Johnson, Trustee
1620 Villa Marie Drive
Orlando, Fla. 32807
$10,000

Ringside Inc.
Wesley B. Peterson, President
2165 W. Burnside
Portland, Oregon
$5,000

Sombrero Associates, as
nominee
William A. Kaynor, General
Partner
One Chase Manhattan Plaza
New York, N. Y. 10005
$105,000

H. Fenton Smith
Meriden Road
Lebanon, N.H. 03766
$5,000

Donald R. Wallace
Dockham Shore Road
Gilford, N.H. 03246
$5,000

Nancy K. Burton Trust U/A 10/26/71
Robert H. Kieckhefer, Trustee
P. O. Box 750
Prescott, Arizona 86302
$20,000

Nancy Louise Kieckhefer Trust
U/A 7/16/51
Robert H. Kieckhefer, Trustee
P. O. Box 750
Prescott, Arizona 86302
$50,000

Nancy Louise Kieckhefer Trust
U/A 4/25/68
Robert H. Kieckhefer, Trustee
P. O. Box 750
Prescott, Arizona 86302
$40,000

Robert William Burton Trust U/A 8/24/61
Robert H. Kieckhefer, Trustee
P. O. Box 750
Prescott, Arizona 86302
$20,000

Dorothy Susan Kieckhefer Trust
U/A 8/6/51
Robert H. Kieckhefer, Trustee
P. O. Box 750
Prescott, Arizona 86302
$50,000

Dorothy Susan Kieckhefer Trust
U/A 4/25/68
Robert H. Kieckhefer, Trustee
P. O. Box 750
Prescott, Arizona 86302
$40,000

Dorothy Susan Kieckhefer Trust
U/A 8/24/61
Robert H. Kieckhefer, Trustee
P. O. Box 750
Prescott, Arizona 86302
$20,000

Katherine Elizabeth Kieckhefer Trust
U/A 7/16/51
Robert H. Kieckhefer, Trustee
P. O. Box 750
Prescott, Arizona 86302
$50,000

Dorothy Susan Kieckhefer Trust
U/A 10/26/71
Robert H. Kieckhefer, Trustee
P. O. Box 750
Prescott, Arizona 86302
$20,000

Katherine Elizabeth Kieckhefer Trust
U/A 4/25/68
Robert H. Kieckhefer, Trustee
P. O. Box 750
Prescott, Arizona 86302
$40,000

Katherine Elizabeth Kieckhefer Trust
U/A 8/24/61
Robert H. Kieckhefer, Trustee
P. O. Box 750
Prescott, Arizona 86302
$20,000

Katherine Elizabeth Kieckhefer Trust
U/A 10/26/71
Robert H. Kieckhefer, Trustee
P. O. Box 750
Prescott, Arizona 86302
$20,000

Robert H. Kieckhefer Trust U/A 8/24/61
Robert H. Kieckhefer, Trustee
P. O. Box 750
Prescott, Arizona 86302
$20,000

Robert H. Kieckhefer Trust U/A 12/30/35
Robert H. Kieckhefer, Trustee
P. O. Box 750
Prescott, Arizona 86302
$50,000

Robert H. Kieckhefer Trust U/A 4/25/68
Robert H. Kieckhefer, Trustee
P. O. Box 750
Prescott, Arizona 86302
$40,000

Virginia O. Kieckhefer Trust
U/A 8/24/61
Robert H. Kieckhefer, Trustee
P. O. Box 750
Prescott, Arizona 86302
$20,000

John Irving Kieckhefer Trust
U/A 7/16/51
Robert H. Kieckhefer, Trustee
P. O. Box 750
Prescott, Arizona 86302
$50,000

John Irving Kieckhefer Trust
U/A 4/25/68
Robert H. Kieckhefer, Trustee
P. O. Box 750
Prescott, Arizona 86302
$40,000

John I. Kieckhefer Trust U/A 10/26/71
Robert H. Kieckhefer, Trustee
P. O. Box 750
Prescott, Arizona 86302
$20,000

John William Kieckhefer Trust
U/A 8/24/61
Robert H. Kieckhefer, Trustee
P. O. Box 750
Prescott, Arizona 86302
$20,000

Mrs. Virginia M. Briggs
275 Saunders Road
Lake Forest, Illinois 60045
$15,000

PRODUCERS 88-SH SO

KINTZELS-CASPER

OIL AND GAS LEASE

AGREEMENT, Made and entered into this ..... day of August 20 th., 19 76

by and between Genevieve C. Kearns, a widow

5229 East Dalles

of Mesa, Arizona 85201 , 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,

[illegible] , [illegible]

An undivided one-fourth interest in and to all oil and gas in and under the lands in Sections 21, 22, 23 and 26, Township 38 North, Range 113 West of the Sixth (6th) Principal Meridian in Sublette County, State of Wyoming as described in Schedule "A" attached hereto and by reference made a part hereof.

and containing 800 acres, more or less. It is agreed that this lease shall remain in force for a term of five years from date, and as long thereafter as oil 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 20th day of August, 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 National Bank Bank at Velda Branch, Mesa, Arizona 85201 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 and No/100ths 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)	X Genevieve C Kearns (SEAL)
.....(SEAL)	Genevieve C. Kearns (SEAL)
.....(SEAL)	SS No. 526-31-7949 (SEAL)
.....(SEAL)	.....(SEAL)

STATE OF ARIZONA
COUNTY OF MARICOPA } 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 20th day of August, 1976, personally appeared Genevieve C. Kearns and .....

described in and who executed the within and foregoing instrument of writing and acknowledged to me that she 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 July 12, 1979

Mary Helen Vaaso
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 Mississippi
COUNTY OF Lauderdale } SS.

This instrument was filed for record on the 12th day of October, 19 76, at 9 o'clock A.M., and duly recorded in Book 530 Page 329 of the records of this office.

Witness my hand and seal.

By Mary Helen Vaaso
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 EH 80

SCHEDULE "A"

Description of property attached to Oil and Gas Lease entered into between Genevieve C. Kearns, a widow and Northwest Exploration Company dated

An undivided one-fourth interest in and to all oil and gas in and under the following described lands situated in Sections 21, 22, 23 and 26 in Township 38 North of Range 113 West of the Sixth (6th) Principal Meridian in Sublette County, State of Wyoming, to-wit:

The North half and the North half of the Southwest quarter of said Section 21, and the West half of the Northwest quarter of said Section 22. Excepting the following described portion of the Southwest quarter of the Northwest quarter of said Section 21, to-wit: Beginning at the Southwest corner of the Southwest quarter of the Northwest quarter and running thence North 300 feet, thence East 200 feet, thence South 300 feet, thence West 200 feet to the point of beginning.

SUBJECT to a 6-1/4% royalty interest in and to all oil and gas produced, saved and marketed from the above-described lands which was conveyed to Ralph Hicks and Daisy Hicks, his wife, by grant dated January 4, 1952, recorded April 10, 1952, in the official records of Sublette County, State of Wyoming, on April 10, 1952, in Book 4, Oil and Gas Leases, at Page 145.

The West half of the East half, the Northeast quarter of the Northeast quarter, the Southeast quarter of the Northwest quarter and the Southeast quarter of the Southeast quarter all in said Section 23, and the Northeast quarter of the Northeast quarter of said Section 26.

No. 909-N.—Bradford-Robinson Ptg. Co., Mfrs. Robinson Legal Forms

ASSIGNMENT OF OIL AND GAS LEASE

156972

RECORDED November 23 19 76 1:40 P.M.
IN BOOK 53 Oil & Gas PAGE 333
FEES 3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Barton

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, BETA EXPLORATION, INC., 601 DENVER CLUB BUILDING, DENVER, COLORADO 80202 (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 BRINKERHOFF DRILLING COMPANY, INC., 600 DENVER CLUB BLDG., DENVER, COLORADO 80202 (hereinafter called Assignee), an undivided 15/32nds of all right, title and interest in and to the oil and gas lease dated March 2, 1976, from Frank Brown & Ruby M. Brown, husband & wife, lessor..., to Beta Exploration, Inc., lessee..., recorded in book 52, page 435, in so far as said lease covers the following described land in Sublette County, State of Wyoming:

Township 33 North, Range 114 West
Section 22: NE/4 NW/4, NW/4 NE/4

Containing 80.00 acres, more or less

Subject to a proportionate share of all existing overriding royalty reservations

together with the rights incident thereto.

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; that said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed.

EXECUTED, This 5th day of November, 19 76.

WITNESS
(Wyoming and Nebraska)
ATTEST:

W. C. Burns, Assistant Secretary

BETA EXPLORATION, INC.
By: E. E. Heiser
E. E. Heiser, Vice President

ACKNOWLEDGMENT

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

I, ... a Notary Public in and for said ..... County, in the State aforesaid, do hereby certify that on this ..... day of ....., 19....., ...

who ..... personally known to me to be the person ..... described in, whose name ..... subscribed to, and who executed the within and foregoing instrument, personally appeared before me and duly acknowledged that ..... signed, sealed, executed and delivered the said instrument of writing as ..... free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and notarial seal the day and year in this certificate last above written.

My commission expires .....

..... Notary Public.

In and for the State of ..... Residing at .....

CORPORATION ACKNOWLEDGMENT

State of COLORADO } ss.
CITY & County of DENVER

On this 5th day of November 19 76, before me, a Notary Public, within and for said County and State, appeared E. E. Heiser, Vice President, and W. C. Burns, Ass't. Secretary of Beta Exploration, Inc., personally known to me to be the persons whose names are subscribed to the foregoing instrument as Vice President and Ass't. Secretary of said corporation who, being first severally duly sworn, did say that they are such Vice President and Ass't. Secretary, respectively, that the seal affixed to said instrument is the corporate seal of said corporation and they severally acknowledge that said instrument was signed, sealed and delivered by them on behalf of said corporation by authority of the Board of Directors, as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation.

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

My commission expires .....

My Commission expires May 2, 1979

Judith A. Kracher
Notary Public for the State of Colorado
Residing at Denver, Colorado

W-345

580

Form 3106-5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. W-52415

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Cities Service Company
Box 300
Tulsa, Oklahoma 74102

01X6- 4905312
File 4905312

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective (*date*) Nov. 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, Counties of Sublette - 720.00 A
Lincoln - 123.83 A

T. 34 N., R. 115 W., 6th Prin. Mer.
Sec. 4: S½NE¼, N½S½
5: Lot 1, S½NE¼
10: SE¼
11: W½

Containing a total of 843.83 acres, more or less

$4.50
RECORDED Oct. 6, 1976 9:00 A M.
IN BOOK 130 PAGE 580
NO. 484404 ALAN E. BERG, CLERK

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 (2.5%) of 8/8ths overriding royalty

b What overriding royalties or production payments, if any, were previously reserved or conveyed? (*Percentage only*) Two and One Half Percent (2.5%) of 8/8ths overriding royalty

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

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

Executed this 13th day of July, 1976

C E Strange
(Assignor's Signature)

P. O. Box 61
(Assignor's Address)

C. E. Strange

Bakersfield, CA 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 156986

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

RECORDED November 24 1976 9:00 A M
IN BOOK 53 Oil & Gas Lse PAGE 335
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Denton

Assignment approved effective SEP 1 1976

By Elmer W. Lyne
(Authorized Officer)

Chief, Oil &
Gas Section SEP 2 1976
(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

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.

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FOR CLAIMANT

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.

[redacted] [redacted] [redacted]

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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 11th day of August, 1976

CORPORATE QUALIFICATIONS AND EVIDENCE OF AUTHORITY OF ATTORNEY IN FACT ARE FILED IN CORPORATE QUALIFICATION FILE NO. W-56943.

CITIES SERVICE COMPANY

BY: Wiley C Hill
(Assignee's Signature)

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

* Wiley C. Hill, Attorney in Fact

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.

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 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 COMPANY
LAND DEPT.
TULSA, OKLAHOMA 74102

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 13th day of July, 19 76, 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

OFFICIAL SEAL
B. COLEEN BYRD
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
KERN COUNTY
My Commission Expires Feb. 2, 1980

B. Coleen Byrd
Notary Public

OPO 831-821

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-55639

DISTRICT LAND OFFICE WYOMING

KNOW ALL MEN BY THESE PRESENTS, That Robert P. Hackstaff, 3764 South Niagara Way, Denver, Colorado 80237, 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
C. Henry Roath	37 Martin Lane, Englewood, Colorado 80110	0.9
Keene Z. Smith	2767 South Langley Ct., Denver, Colorado 80210	0.45
C. Richard Hoyt	99 Kearney Street, Denver, Colorado 80220	0.75

156987

RECORDED November 24 19 76 9:00 A M
IN BOOK 53 Oil & Gas Lse FAGE 338
FEES $ 5.50 Lois J. Yuke COUNTY CLERK
SUBLETTE PINEDALE, WYOMING
by Marilyn Carlton

Being in all a total of an undivided Two and one-tenth per cent (2.1%) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T. 35 N., R. 111 W., 6th Prin. Mer.
Section 5: Lots 1, 2, 3, 4, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $SE\frac{1}{4}$
Section 6: Lot 5
Section 8: $N\frac{1}{2}$, $E\frac{1}{2}SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$
Section 17: $NE\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$
Section 20: $SW\frac{1}{4}SW\frac{1}{4}$
Section 21: $SE\frac{1}{4}$
Section 29: $W\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$

Containing 1393.07 acres, more or less.

WITNESS our hands this 14th day of October, 1976

Witnesses:

Robert P. Hackstaff
Robert P. Hackstaff

STATE OF COLORADO
COUNTY OF DENVER } ss.

On the 14th day of October, 1976, before me personally appeared Robert P. Hackstaff the signor of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires:
April 6, 1977

Lorraine R. Gaynett
Notary Public

Residing in Littleton, Colo

SHOWING AND REQUEST FOR APPROVAL OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby request(s) approval of the foregoing Royalty Assignment and represent(s) that:

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

2. The interests, direct and indirect, of each of the undersigned in oil and gas leases and in applications or offers therefor affecting public lands in the State of WYOMING, together with the acreage affected by the foregoing Royalty Assignment do not exceed 46,080 chargeable acres.

3. The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease do not exceed in the aggregate 17½ per cent. The foregoing Royalty Assignment is subject to the limitation of overriding royalties as specified in 43 C.F.R. Sec. 192.83.

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

Witness: **Assignee:**

..... as to C. Henry Booth
C. Henry Booth

..... as to Keene Z. Smith
Keene Z. Smith

..... as to C. Richard Hoyt
C. Richard Hoyt

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

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

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

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

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

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

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

MOBIL OIL CORPORATION

JSC:gc

Division Order No. 669111

340

TRANSFER OF INTEREST
GAS AND/OR CASINGHEAD GAS

MOBIL OIL CORPORATION
P.O. Box 900
Dallas, Texas 75221

October 22, 19 76

The undersigned, having transferred, as indicated below, the designated interest in the Mobil Oil Corporation - Tip Top "A" Unit, Tract 64

Gas, more particularly described as Lots 1, 2, 3 & 4; SE/4 NW/4 of Sec. 31-T29N-R113W, 6th P.M.

Sublette County, State of Wyoming, you are hereby authorized, beginning at 7 o'clock A. M. on the 1st day of October, 19 76, and until further notice, to give credit on account of said interest so transferred as follows:

OWNER'S SOCIAL SECURITY OR TAX IDENTIFICATION NO.	CREDIT TO	TRANSFERRED INTEREST	P. O. ADDRESS
467-56-9694	Maury Rauch Rubenstein (817241)	1/2 of .0040630 ORI	2330 Holmes RD Houston, TX 77051
454-58-7928	Jerry Rauch Rubenstein (817242)	1/2 of .0040630 ORI	SAME

156988

RECORDED Nov. 24, 1976 9:00 A.M.
IN BOOK 53 Oil & Gas Lse PAGE 340
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Benton

WITNESSES:
Ruby L. Driskill
Deborah K. Hause

E. Rubenstein
E. Rubenstein

1. The undersigned, whether one or more, assignee or assignees above named, each for himself certifies, guarantees and warrants that he is the legal owner of the interest in gas and/or casinghead gas as hereinabove indicated as transferred to him; and authorizes Mobil Oil Corporation to receive or sell gas and/or casinghead gas pursuant to above transfer hereby agreeing to all terms and provisions of any division order heretofore executed by the undersigned or his predecessors in title to Mobil Oil Corporation covering such interest.

2. Satisfactory evidence of title will be furnished to you at any time on demand. In the event of a failure to so furnish such evidence of title or in the event of dispute at any time concerning title, you may withhold payment, without interest, until indemnity satisfactory to you has been furnished.

3. Each undersigned agrees to notify Mobil Oil Corporation of any changes of ownership, it being understood that any vendee or assignee of said interest or the production thereof or payments for such production shall take same subject to the terms hereof and no transfer of interest shall be effective as to you until 7:00 a.m. of the first day of the calendar month in which you receive the original or a certified copy of the recorded legal instruments creating the change of title.

4. If the amount accruing to the interest of any owner is less than $4.00 in any one month, the proceeds of such runs at the option of Mobil Oil Corporation may be accumulated and paid without interest on a calendar year annual basis.

5. If applicable, the seller will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and any amendment or supplement thereto and of the rules, regulations and relevant orders of the Secretary of Labor.

WITNESSES:
Deborah K. Hause
Billie Jo Hartford
Deborah K. Hause
Billie Jo Hartford

Maury Rauch Rubenstein
467-56-9694

Jerry Rauch Rubenstein
454-58-7928

IMPORTANT - THIS INFORMATION IS ESSENTIAL
TAXPAYER IDENTIFICATION NUMBER

For each omission of a required identifying number, the law provides that the Internal Revenue Service may charge a $5.00 penalty unless the payer or payee responsible for furnishing the number supplies an explanation that establishes reasonable cause for not having done so.

IMPORTANT: TO AVOID DELAY IN PAYMENT—PLEASE SHOW YOUR CORRECT ADDRESS AND YOUR SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER.

[redacted] [redacted] [redacted]

STATE OF TEXAS

COUNTY OF HARRIS

Before me, a Notary Public, on this day personally appeared E. Rubenstein, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10th day of November, A.D. 1976.

Ruby L. Terrill

Ruby L. Terrill - Notary Public in and for Harris County, Texas. My commission expires the 1st day of June, 1977.

****

STATE OF TEXAS

COUNTY OF HARRIS

Before me, a Notary Public, on this day personally appeared Maury Rauch Rubenstein and Jerry Rauch Rubenstein, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10th day of November, A.D. 1976.

Ruby L. Terrill

Ruby L. Terrill - Notary Public in and for Harris County, Texas. My commission expires the 1st day of June, 1977.

342

MOBIL OIL CORPORATION

CO7989(11-66)
JSC:gc

Division Order No. 669158

TRANSFER OF INTEREST
GAS AND/OR CASINGHEAD GAS

MOBIL OIL CORPORATION
P.O. Box 900
Dallas, Texas 75221

October 22, 1976

The undersigned, having transferred as indicated below, the designated interest in the Tip Top Unit "B", Tract 5 farm, more particularly described as W/2 NW/4 of Section 29; E/2 and SE/4 NW/4 of Section 30; NE/4 of Section 31; all in T29N-R113W, 6th P.M., containing 600 acres

in Sublette County, State of Wyoming, you are hereby authorized, beginning at 7 o'clock A. M. on the 1st day of October, 1976, and until further notice, to give credit on account of said interest so transferred as follows:

OWNER'S SOCIAL SECURITY OR TAX IDENTIFICATION NO.	CREDIT TO	TRANSFERRED INTEREST	P. O. ADDRESS
467-56-9694	Maury Rauch Rubenstein (817241)	1/2 of .0040630 ORI	2330 Holmes RD Houston, TX 77051
454-58-7928	Jerry Rauch Rubenstein (817242)	1/2 of .0040630 ORI	SAME

RECORDED Nov. 24, 1976 9:00 A.M.
IN BOOK 53 Oil & Gas Lse PAGE 342
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Benton

156989

PLEASE HAVE SIGNATURES WITNESSED

WITNESSES:
Ruby L. Cornell
Deborah K. Hause

E. Rubenstein
E. Rubenstein

1. The undersigned, whether one or more, assignee or assignees above named, each for himself certifies, guarantees and warrants that he is the legal owner of the interest in gas and/or casinghead gas as hereinabove indicated as transferred to him; and authorizes Mobil Oil Corporation to receive or sell gas and/or casinghead gas pursuant to above transfer hereby agreeing to all terms and provisions of any division order heretofore executed by the undersigned or his predecessors in title to Mobil Oil Corporation covering such interest.

2. Satisfactory evidence of title will be furnished to you at any time on demand. In the event of a failure to so furnish such evidence of title or in the event of dispute at any time concerning title, you may withhold payment, without interest, until indemnity satisfactory to you has been furnished.

3. Each undersigned agrees to notify Mobil Oil Corporation of any changes of ownership, it being understood that any vendee or assignee of said interest or the production thereof or payments for such production shall take same subject to the terms hereof and no transfer of interest shall be effective as to you until 7:00 a.m. of the first day of the calendar month in which you receive the original or a certified copy of the recorded legal instruments creating the change of title.

4. If the amount accruing to the interest of any owner is less than $4.00 in any one month, the proceeds of such runs at the option of Mobil Oil Corporation may be accumulated and paid without interest on a calendar year annual basis.

5. If applicable, the seller will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and any amendment or supplement thereto and of the rules, regulations and relevant orders of the Secretary of Labor.

WITNESSES:
Deborah K. Hause
Billie Jo Hartford
Deborah K. Hause
Billie Jo Hartford

Maury Rauch Rubenstein 467-56-9694

by Carl Robt

Jerry Rauch Rubenstein 454-58-7928

IMPORTANT - THIS INFORMATION IS ESSENTIAL
TAXPAYER IDENTIFICATION NUMBER

For each omission of [illegible] taxpayer identifying number, the law provides that [illegible] Revenue Service may charge a $5.00 penalty unless the payer or payee responsible [illegible] the number supplies an explanation that establishes reasonable cause for not having done so.

IMPORTANT: TO AVOID DELAY IN PAYMENT—PLEASE SHOW YOUR CORRECT ADDRESS AND YOUR SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER.

STATE OF TEXAS

COUNTY OF HARRIS

Before me, a Notary Public, on this day personally appeared E. Rubenstein, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10th day of November, A.D. 1976.

Ruby L. Terrill

Ruby L. Terrill - Notary Public in and for Harris County, Texas. My commission expires the 1st day of June, 1977.

****

STATE OF TEXAS

COUNTY OF HARRIS

Before me, a Notary Public, on this day personally appeared Maury Rauch Rubenstein and Jerry Rauch Rubenstein, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10th day of November, A.D. 1976.

Ruby L. Terrill

Ruby L. Terrill - Notary Public in and for Harris County, Texas. My commission expires the 1st day of June, 1977.

CO7989(11-66)

MOBIL OIL CORPORATION

344

JSC:gc

Division Order No. 669181

TRANSFER OF INTEREST
GAS AND/OR CASINGHEAD GAS

MOBIL OIL CORPORATION
P.O. Box 900
Dallas, Texas 75221

October 22, 19 76

The undersigned, having transferred, as indicated below, the designated interest in the Tip Top Unit "B", Tract 9 farm, more particularly described as SW/4 SE/4 of Section 33-T29N-R113W, 6th P.M., containing 40 acres

in Sublette County, State of Wyoming, you are hereby authorized, beginning at 7 o'clock A. M. on the 1st day of October, 19 76, and until further notice, to give credit on account of said interest so transferred as follows:

OWNER'S SOCIAL SECURITY OR TAX IDENTIFICATION NO.	CREDIT TO	TRANSFERRED INTEREST	P. O. ADDRESS
467-56-9694	Maury Rauch Rubenstein (817241)	1/2 of 16.25% of 5% ORI	2330 Holmes RD Houston, TX 77051
454-58-7928	Jerry Rauch Rubenstein (817242)	1/2 of 16.25% of 5% ORI	SAME

156990

RECORDED November 24, 1976 9:20 A.M.
IN BOOK 53 Oil & Gas Lse PAGE 344
FEES 4.50 Lois J. Yoke COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Denton

PLEASE HAVE SIGNATURES WITNESSED

WITNESSES:
Ruby L. Darnell
Debbrah K. Hause

E. Rubenstein
E. Rubenstein

1. The undersigned, whether one or more, assignee or assignees above named, each for himself certifies, guarantees and warrants that he is the legal owner of the interest in gas and/or casinghead gas as hereinabove indicated as transferred to him; and authorizes Mobil Oil Corporation to receive or sell gas and/or casinghead gas pursuant to above transfer hereby agreeing to all terms and provisions of any division order heretofore executed by the undersigned or his predecessors in title to Mobil Oil Corporation covering such interest.

2. Satisfactory evidence of title will be furnished to you at any time on demand. In the event of a failure to so furnish such evidence of title or in the event of dispute at any time concerning title, you may withhold payment, without interest, until indemnity satisfactory to you has been furnished.

3. Each undersigned agrees to notify Mobil Oil Corporation of any changes of ownership, it being understood that any vendee or assignee of said interest or the production thereof or payments for such production shall take same subject to the terms hereof and no transfer of interest shall be effective as to you until 7:00 a.m. of the first day of the calendar month in which you receive the original or a certified copy of the recorded legal instruments creating the change of title.

4. If the amount accruing to the interest of any owner is less than $4.00 in any one month, the proceeds of such runs at the option of Mobil Oil Corporation may be accumulated and paid without interest on a calendar year annual basis.

5. If applicable, the seller will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and any amendment or supplement thereto and of the rules, regulations and relevant orders of the Secretary of Labor.

WITNESSES:
Deborah K. Hause
Billie Jo Hartford
Deborah K. Hause
Billie Jo Hartford

Maury Rauch Rubenstein 467-56-9694
Jerry Rauch Rubenstein 454-58-7928

IMPORTANT - THIS INFORMATION IS ESSENTIAL
TAXPAYER IDENTIFICATION NUMBER

For each omission of a required identifying number, the law provides that the Internal Revenue Service may charge a $5.00 penalty unless the payer or payee responsible for furnishing the number supplies an explanation that establishes reasonable cause for not having done so.

IMPORTANT: TO AVOID DELAY IN PAYMENT—PLEASE SHOW YOUR CORRECT ADDRESS AND YOUR SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER.

[redacted] [redacted] [redacted]

STATE OF TEXAS

COUNTY OF HARRIS

Before me, a Notary Public, on this day personally appeared E. Rubenstein, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10th day of November, A.D. 1976.

Ruby L. Terrill

Ruby L. Terrill - Notary Public in and for Harris County, Texas. My commission expires the 1st day of June, 1977.

****

STATE OF TEXAS

COUNTY OF HARRIS

Before me, a Notary Public, on this day personally appeared Maury Rauch Rubenstein and Jerry Rauch Rubenstein, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10th day of November, A.D. 1976.

Ruby L. Terrill

Ruby L. Terrill - Notary Public in and for Harris County, Texas. My commission expires the 1st day of June, 1977.

CO7989(11-66)

MOBIL OIL CORPORATION

346

Division Order No. 669166

JSC:gc

TRANSFER OF INTEREST
GAS AND/OR CASINGHEAD GAS

MOBIL OIL CORPORATION
P.O. Box 900
Dallas, Texas 75221

October 22, 19 76

The undersigned, having transferred, as indicated below, the designated interest in the Tip Top Unit "B", Tract 64

Farm, more particularly described as NE/4 NW/4 of Section 31; Lots 2, 3, and 4 and E/2 SW/4 of Section 30-T29N-R113W, 6th P.M., containing 244.64 acres

Sublette County, State of Wyoming, you are hereby authorized, beginning at 7 o'clock A. M. on the 1st day of October, 19 76, and until further notice, to give credit on account of said interest so transferred as follows:

OWNER'S SOCIAL SECURITY OR TAX IDENTIFICATION NO.	CREDIT TO	TRANSFERRED INTEREST	P. O. ADDRESS
467-56-9694	Maury Rauch Rubenstein (817241)	1/2 of .0040630 ORI	2330 Holmes RD Houston, TX 77051
454-58-7928	Jerry Rauch Rubenstein (817242)	1/2 of .0040630 ORI	SAME

156991

RECORDED November 24, 1976 9:00 AM
IN BOOK 53 Oil & Gas Lease PAGE 346
FEES $4.50 Doris J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Benson

PLEASE HAVE SIGNATURES WITNESSED

WITNESSES:
Ruby L. Cherrill
Deborah K. Hause

E. Rubenstein
E. Rubenstein

1. The undersigned, whether one or more, assignee or assignees above named, each for himself certifies, guarantees and warrants that he is the legal owner of the interest in gas and/or casinghead gas as hereinabove indicated as transferred to him; and authorizes Mobil Oil Corporation to receive or sell gas and/or casinghead gas pursuant to above transfer hereby agreeing to all terms and provisions of any division order heretofore executed by the undersigned or his predecessors in title to Mobil Oil Corporation covering such interest.

2. Satisfactory evidence of title will be furnished to you at any time on demand. In the event of a failure to so furnish such evidence of title or in the event of dispute at any time concerning title, you may withhold payment, without interest, until indemnity satisfactory to you has been furnished.

3. Each undersigned agrees to notify Mobil Oil Corporation of any changes of ownership, it being understood that any vendee or assignee of said interest or the production thereof or payments for such production shall take same subject to the terms hereof and no transfer of interest shall be effective as to you until 7:00 a.m. of the first day of the calendar month in which you receive the original or a certified copy of the recorded legal instruments creating the change of title.

4. If the amount accruing to the interest of any owner is less than $4.00 in any one month, the proceeds of such runs at the option of Mobil Oil Corporation may be accumulated and paid without interest on a calendar year annual basis.

5. If applicable, the seller will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and any amendment or supplement thereto and of the rules, regulations and relevant orders of the Secretary of Labor.

WITNESSES:
Deborah K. Hause
Billie Jo Hufford

Maury Rauch Rubenstein 467-56-9694

WITNESSES:
Deborah K. Hause
Billie Jo Hufford

Jerry Rauch Rubenstein 454-58-7928

IMPORTANT - THIS INFORMATION IS ESSENTIAL
TAXPAYER IDENTIFICATION NUMBER

For each omission of a required identifying number, the law provides that the Internal Revenue Service may charge a $5.00 penalty unless the payer or payee responsible for furnishing the number supplies an explanation that establishes reasonable cause for not having done so.

IMPORTANT: TO AVOID DELAY IN PAYMENT—PLEASE SHOW YOUR CORRECT ADDRESS AND YOUR SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER.

[redacted] [redacted] [redacted]

STATE OF TEXAS

COUNTY OF HARRIS

Before me, a Notary Public, on this day personally appeared E. Rubenstein, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10th day of November, A.D. 1976.

Ruby L. Terrill

Ruby L. Terrill - Notary Public in and for Harris County, Texas. My commission expires the 1st day of June, 1977.

****

STATE OF TEXAS

COUNTY OF HARRIS

Before me, a Notary Public, on this day personally appeared Maury Rauch Rubenstein and Jerry Rauch Rubenstein, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10th day of November, A.D. 1976.

Ruby L. Terrill

Ruby L. Terrill - Notary Public in and for Harris County, Texas. My commission expires the 1st day of June, 1977.

[redacted] [redacted] [redacted]

PRODUCERS 88-BH

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

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 10th. day of July, 19 76

by and between Robert W. Wagstaff and his wife, Katherine Hall Wagstaff
6101 Mission Drive
Shawnee Mission, Kansas 66202
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, 6th. P.M.
Section 13: E½SW¼SW¼, SE¼SW¼, SE¼, S½NE¼

It is agreed that this Oil and Gas lease is subject to that certain Letter Agreement dated July 10, 1976 between the parties named herein.

-300-

and containing 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 10th. day of July, 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 Livestock National Bank at Kansas City, Kansas 64108 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of ***Three Hundred 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 1320 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

~~Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease~~ or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling ~~shall be~~ into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 40 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 40 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and ~~shall have~~ the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when 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 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.

Northwest Exploration Company (SEAL)

By: D. J. Eckelberg (SEAL)
Vice President

(SEAL)

ATTEST: Betty R. Bush, Assistant Secretary (SEAL)

X Robert W. Wagstaff (SEAL)
Robert W. Wagstaff

X Katherine Hall Wagstaff (SEAL)
Katherine Hall Wagstaff

(SEAL)

STATE OF Kansas
COUNTY OF Johnson } 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 29th day of October, 1976, personally appeared Robert W. Wagstaff and his wife, Katherine Hall Wagstaff, to me known to be the identical person they described in and who executed the within and foregoing instrument of writing and acknowledged to me that they 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 29, 1976

John L. Woodward
Notary Public

ROBERT L. WOODWARD
JOHNSON COUNTY, KANSAS
NOTARY PUBLIC

STATE OF Kansas
COUNTY OF Johnson } 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

57112

OIL AND GAS LEASE

FROM

TO

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

Lot ..... Block ..... Addition .....

Section ..... Township ..... Range .....

..... County ..... Term .....

No. of acres .....

STATE OF Kansas
COUNTY OF Johnson } SS.

This instrument was filed for record on the 2nd day of November, 19 76, at 2:00 o'clock P.M., and duly recorded in Book 5241, Page 349 of the records of this office.

Pat G. Ware
County Clerk—Register of Deeds.

By Dorothy Wheeler
Deputy.

Fee $4.50

When Recorded
Return to .....

STATE OF COLORADO
and
COUNTY OF Denver } SS.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this 29th day of October, 1976, before me appeared D. J. Eckelberg, to me personally known, who, being by me duly sworn, did say that he is Vice President of Northwest Exploration Company, 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 D. J. Eckelberg 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
July 24, 1978

Carol A Yates
Notary Public

[redacted] [redacted] [redacted]

A S S I G N M E N T

KNOW ALL MEN BY THESE PRESENTS: That for valuable consideration received Husky Oil Company of Delaware, hereinafter referred to as "Assignor," does hereby transfer and assign, without warranty of title either express or implied, to Belco Petroleum Corporation, hereinafter referred to as "Assignee," all of Assignor's right, title and interest in and to the following described lease insofar as said lease covers the following described lands as to all depths, from the surface of the ground down to 3,942 feet, being 50 feet below the total depth reached in the Husky-Federal #10-13 Well located in the NW¼SE¼ Section 13, Township 28 North, Range 113 West, Sublette County, Wyoming:

> Oil and Gas Lease dated October 5, 1946, from William J. McGinnis et ux, as Lessors, and The Carter Oil Company, as Lessee, recorded in Volume 2, Page 109, Lease Records of Sublette County, Wyoming, insofar as said lease covers the S½NE¼ Section 24, Township 28 North, Range 113 West, of said County.

EXECUTED this 14 day of October, 1976.

HUSKY OIL COMPANY OF DELAWARE

By: Kenneth T. Smith
Attorney-in-Fact

STATE OF COLORADO)
COUNTY OF ARAPAHOE) ss

On this 14 day of October, 1976, before me appeared Kenneth T. Smith, to me personally known who, being by me duly sworn, did say that he executed the foregoing instrument as Attorney-in-Fact for Husky Oil Company of Delaware, acting by authority of a resolution of its Board of Directors, and said Kenneth T. Smith acknowledged that said instrument was signed on behalf of and as the free act and deed of said corporation.

Witness my hand and official seal.

Notary Public

My commission expires:
My Commission Expires Dec. 5, 1979

157135

RECORDED December 6 19 76 2:02 P.M.
IN BOOK 53 Oil & Gas Leases PAGE 351
FEES $3.00 Lois J. Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Renton

352

Form K86

WAIVER OF PRIORITY

INTER-AMERICAN PET. CORP. LANDSCAPE BLUE PRINT CO., INC. 4-76

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, on June 4, 1968, Lester Pape & Son Ranches, Inc.

executed a certain mortgage in the amount of $ 45,000.00, to Jessie C. Blackmon covering

Township 34 North, Range 111 West

Section 4: Lot 4
5: Lots 1,2,3,4, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$

Township 35 North, Range 111 West

Section 32: $SE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$
33: $W\frac{1}{2}SW\frac{1}{4}$

of Section ....., Township ..... Range Sublette County, Wyoming

which said mortgage is recorded in Book 21 Mortgage, page 295 of the records of said County, and

157136

RECORDED December 6, 1976 9:00 A.M.
IN BOOK 53 Oil & Gas PAGE 352
FEES 3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Benton

WHEREAS, on March 15, 1976,

Lester Pape and Son Ranches, Inc.

executed an oil and gas lease to Inter-American Petroleum Corp. and Thomas A. Chorney covering the lands described above.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, ~~the said~~ Jean B. McNinch, Dale W. Blackmon, Ena B. Olson, Zoel D. Blackmon, Ned D. Blackmon, Linda L. Koch (Heirs of Jessie C. Blackmon) the owner and holder of said mortgage do hereby waive the priority of said mortgage over the said oil and gas lease above described, so as to make said oil and gas lease prior and superior to said mortgage the same as if it had been executed and recorded prior to the date of execution of said mortgage.

Dated this 30th day of July, 1976

Ned D. Blackmon

Ena B. Olson

Jean B. McNinch

Linda L. Koch

Zoel D. Blackmon

Dale W. Blackmon

STATE OF WYOMING
COUNTY OF LARAMIE } ss.

ACKNOWLEDGMENT FOR INDIVIDUAL
(Oklahoma and Kansas)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 30th day of July, 1976, personally appeared Jean B. McNinch and to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires
(Seal)

COUNTY OF LARAMIE STATE OF WYOMING
My commission expires July 10, 1977

Notary Public

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

ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this ..... day of ....., 19..., before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came ....., president of ....., corporation of the State of ....., personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation.

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

My commission expires .....

[redacted] [redacted] Notary Public

[redacted] Form K86

WAIVER OF [redacted] PRIORITY

[redacted] PRINT Co. INC.

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, on June 4, 1968, Lester Pape & Son Ranches, Inc.

executed a certain mortgage in the amount of $ 45,000.00, to Jessie C. Blackmon covering

Township 34 North, Range 111 West

Section 4: Lot 4
5: Lots 1,2,3,4, S½NW¼, SW¼NE¼, NW¼SE¼, NE¼SW¼

Township 35 North, Range 111 West

Section 32: SE¼SW¼, S½SE¼, NE¼SE¼
33: W½SW¼

of Section ____, Township ____ Range Sublette County, Wyoming

which said mortgage is recorded in Book 21 Mortgage, Page 295 of the records of said County, and

RECORDED December 6 1976 9:00 A.M.
IN BOOK 53 O & G Lse PAGE 353
FEES 3.50 Lois J Yoke COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Benton

WHEREAS, on March 15, 1976

Lester Pape and Son Ranches, Inc.

executed an oil and gas lease to Inter-American Petroleum Corp. and Thomas A. Chorney covering

157137

the lands described above.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, ~~the said~~ Jean B. McNinch, Dale W. Blackmon, Ena B. Olson, Zoel D. Blackmon, Ned D. Blackmon, Linda L. Koch (Heirs of Jessie C. Blackmon) the owner and holder of said mortgage do hereby waive the priority of said mortgage over the said oil and gas lease above described, so as to make said oil and gas lease prior and superior to said mortgage the same as if it had been executed and recorded prior to the date of execution of said mortgage.

Dated this ____ day of July 26 1976

Ned D. Blackmon — Ena B. Olson — Jean B. McNinch

Linda L. Koch — Zoel D. Blackmon — Dale W. Blackmon

STATE OF WYOMING }
COUNTY OF SUBLETTE } ss.

ACKNOWLEDGMENT FOR INDIVIDUAL
(Oklahoma and Kansas)

Before me, the undersigned, a Notary Public, within and for said County and State, on this ____ day of July, 1976, personally appeared Ned D. Blackmon, ~~and~~ Linda L. Koch, Ena B. Olson, and Zoel D. Blackmon

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

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

Notary Public, Sublette County, State of Wyoming

My commission expires ____
(Seal) My Commission Expires March 18, 1980

Stella Knight
Notary Public

STATE OF ____ }
COUNTY OF ____ } ss.

ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this ____ day of ____, 19____, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came ____, president of ____, a corporation of the State of ____, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation.

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

My commission expires ____

Notary Public

3W-957

354 3.00

707-3 7125087

FORM 2466 (Rev. 10-58)

ASSIGNMENT OF PROCEEDS OF OIL AND GAS LEASE, ACCEPTANCE OF NOTICE THEREOF, AND WAIVER OF PRIORITY OF MORTGAGE LIEN(S)

ASSIGNMENT

WHEREAS, Thomas A. Chorney, of 432 Metro Bank Building 475 - 17th St., Denver (Post Office Address), State of Colorado 80202, (hereinafter referred to as the Lessee, whether one or more) is the owner and holder of a certain oil and gas lease dated March 12, 1976, executed by Max Boroff and Marion Boroff, husband and wife, Boroff Land & Livestock, Inc., of Daniel (Post Office Address), State of Wyoming 83115, as Lessor(s) to Inter-American Petroleum Corp. & Thomas A. Chorney, of Denver (Post Office Address), State of Colorado, (named therein as Lessee) upon the following-described real estate situated in the County of Sublette, State of Wyoming:

Township 34 North, Range 111 West

Section 8: $NE\frac{1}{4}SE\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$
9: $SE\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}$
10: $S\frac{1}{2}SW\frac{1}{4}$
15: $NW\frac{1}{4}NW\frac{1}{4}$
17: $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$

Containing 840.00 acres, more or less

157138

RECORDED December 6, 1976 9:00 A M
IN BOOK 53 Oil & Gas Lse PAGE 354
FEES $4. Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Said lease being recorded in Book 52 O&G, Page(s) 568, 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 February 29, 1972, for $ 578,000.00, recorded in Book 23 Mortgage Page(s) 608, of the records of said County; a mortgage to the Land Bank Commissioner, now owned by The Federal Land Bank of Omaha, recorded in Book _____, Page(s) _____, of the records of said County; a sale contract dated _____, recorded in Book _____, Page(s) _____, of the records of said County.

NOW, THEREFORE, in consideration of the waiving of the priority of the lien(s) on the above-described lands, the said Lessor(s), and each of them, does hereby assign and transfer to The Federal Land Bank of Omaha all rents, royalties, bonuses, payments, damages, and delay monies due or to become due in accordance with the provisions of said lease, under the following terms and conditions:

1. Notwithstanding this assignment, all sums payable under the described lease shall be paid to the parties entitled thereto according to the terms of said lease, without reference to this assignment until such time as The Federal Land Bank of Omaha shall notify the Lessee(s) or his assigns in writing requesting payment to said bank; and Lessor(s) hereby authorize and direct the said Lessee and his assigns upon the receipt of such notice to make payment of all such amounts to The Federal Land Bank of Omaha, in lieu of payment or deposit thereof as provided in said lease or otherwise.

2. All of said amounts when received by The Federal Land Bank of Omaha shall be applied, at the option of said bank, upon any of 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 28 July 1976

BOROFF LAND AND LIVESTOCK, INC.

ATTEST: Marion A. Boroff
Marion A. Boroff
Secretary

BY: Max Boroff
Max Boroff, President
Max Boroff

(Seal)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming
COUNTY OF Sublette } ss.

On July 28, 76, before me personally came Max Boroff
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 June 14, 1977

Nan C. Wilson
Notary Public in and for said County and State.

[redacted] [redacted] [redacted]

W-955

ACCEPTANCE OF NOTICE OF ASSIGNMENT

The undersigned, Lessee under the lease referred to in the foregoing assignment, hereby acknowledges due receipt of a true copy of the said assignment and accepts notice of the provisions thereof and agrees to be bound thereby; and that payment of any and all amounts due or to become due in connection with said lease shall be made in accordance with the provisions of said assignment.

WITNESS MY HAND Nona C. Wilson

WITNESS MY HAND Judith A. Bulley

Max Boroff

Thomas A. Chorney

Assignee

CORPORATE ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF SUBLETTE } ss.

On July, 1976, before me personally came Max Boroff and Marion Boroff, to me personally known, who being each by me duly sworn, did say that they are respectively the President and Secretary of Boroff Land and Livestock, Inc., 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 June 14, 1977.

(Seal)

Nona C. Wilson
Notary Public in and for said County and State.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF COLORADO
COUNTY OF DENVER } ss.

On September 7, 1976, before me personally came Thomas A. Chorney, to me known to be the person described in and who executed the foregoing instrument and acknowledged that said execution was his free act and voluntary deed.

My commission expires April 30, 1977.

(Seal)

Judith A. Bulley
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 September 22, 1976.

THE FEDERAL LAND BANK OF OMAHA

By James E. Ludeman Vice President

Attest: E. J. Welch, Asst. Secretary

CORPORATE ACKNOWLEDGMENT

STATE OF NEBRASKA
COUNTY OF DOUGLAS } ss.

On September 22, 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

[redacted] ASSIGNMENT OF OVER[redacted]NG ROYALTY AFFECTING [redacted]

UNITED STATES OIL AND GAS LEASE See Exhibit "A" Attached Hereto

DISTRICT LAND OFFICE Cheyenne, Wyoming

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"		0.833333% of 8/8
Celeste C. Grynberg and Dean G. Smernoff as Co-trustees for Stephen Mark Grynberg, beneficiary under the "Stephen Mark Trust"		0.833334% of 8/8
Celeste C. Grynberg and Dean G. Smernoff as Co-trustees for Miriam Zela Grynberg, beneficiary under the "Miriam Zela Trust"		0.833333% of 8/8

Being in all a total of an undivided 2.5% of 8/8 out of a 100% being payable, however, entirely out of the 50% interest owned by Jack J. Grynberg 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

157216

RECORDED December 9, 1976 9:00 A.M
IN BOOK 53 Oil & Gas Lse PAGE 357
FEES $10.50 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

Witnesses:

SPOUSE: Celeste C. Grynberg

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 and Celeste C. Grynberg, his wife to me known to be the identical person(s) described in and who executed the above instrument, who duly acknowledged to me that they executed the same.

Ann Marie Edlander
Notary Public
Residing in Denver, Colorado

My commission expires:
August 31, 1977

EXHIBIT "A"

W-80,240 USA-W-18094 4-1-69

T 31 N - R 113 W, 6th PM Sublette County, Wyoming
Sec. 2: SE¼NW¼

Containing 40.00 acres, more or less

W-80,638 USA-W-37293 12-1-72

T 28 N - R 110 W, 6th PM Sublette County, Wyoming
Sec. 35: N½NW¼

Containing 80.00 acres, more or less

W-80,656 USA-W-37667 2-1-73

T 28 N - R 110 W, 6th PM Sublette County, Wyoming
Sec. 32: NW¼SW¼, E½SW¼

Containing 120.00 acres, more or less

W-80,684 USA-W-38072 2-1-73

T 29 N - R 111 W, 6th PM Sublette County, Wyoming
Sec. 2: Lots 14, 15
Sec. 3: Lots 15, 17, 18
Sec. 4: Lot 10
Sec. 9: NE¼NE¼, SE½SE¼
Sec. 15: W½
Sec. 27: NE¼, NE¼NW¼
Sec. 28: Lot 5

Containing 770.69 acres, more or less

W-80,693 USA-W-38508 3-1-73

T 27 N - R 114 W, 6th PM Sublette County, Wyoming
Sec. 35: E½SW¼

Containing 80.00 acres, more or less

W-80,721 USA-W-38886 4-1-73

T 29 N - R 114 W, 6th PM Sublette County, Wyoming
Sec. 1: Lots 1, 2, 3, 4, S½NW¼, N½SW¼
Sec. 2: Lots 1, 4, SE¼NE¼, SW¼NW¼, NE¼SE¼
Sec. 11: SW¼NE¼, SE¼
Sec. 12: NW¼SW¼, S½S½
Sec. 13: All

Containing 1498.69 acres, more or less

[redacted] [redacted] [redacted]

EXHIBIT "A"

W-80,740	USA-W-39376	5-1-73
	T 28 N - R 111 W, 6th PM Sec. 9: W½NE¼, W½, NW¼SE¼	Sublette County, Wyoming
	Containing 440.00 acres, more or less	
W-80,882	USA-W-46565	8-1-74
	T 29 N - R 112 W, 6th PM Sec. 14: S½NE¼, NE¼NW¼	Sublette County, Wyoming
	Containing 120.00 acres, more or less	
W-80,937	USA-W-52119	12-1-72
	T 28 N - R 110 W, 6th PM Sec. 31: N½NE¼	Sublette County, Wyoming
	Containing 80.00 acres, more or less	
W-80,451	USA-W-29391	7-1-71
	T 34 N - R 111 W, 6th PM Sec. 7: W½NE¼, SE¼NW¼, E½SW¼ Sec. 17: S½ Sec. 20: All	Sublette County, Wyoming
	Containing 1160.00 acres, more or less	

Page 2 of 2

ASSIGNMENT OF OPERATING RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, DAVIS OIL COMPANY, a Partnership, with offices at 1100 Metrobank Building, 475 Seventeenth Street, Denver, Colorado 80202, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00) and other good and valuable 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 25% Interest, subject to the reservations hereinafter set forth, in and to the operating rights under the following described oil and gas leases INSOFAR AND ONLY INSOFAR AS IT COVERS OPERATING RIGHTS FROM THE SURFACE OF THE EARTH DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 14,940 FEET AS ENCOUNTERED IN THE DAVIS OIL COMPANY'S #1 ASPEN RIDGE UNIT WELL LOCATED IN THE SW¼SW¼ OF SECTION 22, TOWNSHIP 32 NORTH, RANGE 113 WEST, IN SUBLETTE COUNTY, WYOMING:

D-6543 Oil and Gas Lease dated July 31, 1972, from Gordon Mickleson, et ux, as Lessors, to DEPCO, Inc., as Lessee, recorded in Book 48 at Page 467, INSOFAR AND ONLY INSOFAR AS said lease covers and affects the following described land in Sublette County, Wyoming:

Township 31 North, Range 113 West
Section 17: S½SE¼
Section 19: SE¼
Section 20: NW¼, NW¼SW¼, W½NE¼, NE¼NE¼
Section 21: NW¼NW¼, E½NW¼, W½NE¼

15825

D-6531 Oil and Gas Lease dated August 28, 1969, from Ruth E. O'Neil Myers (formerly Ruth E. O'Neil Witherspoon), a married woman dealing in her sole and separate property, as Lessor, to DEPCO, Inc., as Lessee, recorded in Book 44 at Page 287, INSOFAR AND ONLY INSOFAR AS said lease covers and affects the following described land in Sublette County, Wyoming:

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

15824

Township 33 North, Range 113 West
Section 4: Lots 1, 2, S½NE¼

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE INTERESTS HEREIN ASSIGNED SHALL BEAR THEIR PROPORTIONATE SHARE OF LANDOWNER'S ROYALTY AND A FULL BURDEN OF .75% OVERRIDING ROYALTY INTEREST

IN THE EVENT Assignee desires to surrender said leases as to all or any part of the acreage covered hereby, said Assignee agrees to notify Assignor at least thirty (30) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should Assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee, without additional burdens, prior to the anniversary date of the lease.

THIS ASSIGNMENT is made without warranty of title either express or implied.

EXECUTED THIS 23rd day of August, 1976.

157245

RECORDED December 13, 1976 9:00 A.M
IN BOOK 53 of Misc Records PAGE 361
FEES $6.25 Lucy J. Yake COUNTY CLERK
by Marilyn Renton DEPUTY CLERK

ACKNOWLEDGEMENT ON PAGE 2

DAVIS OIL COMPANY, a Partnership

By Paul Messinger
Paul Messinger, Attorney in Fact

361

"Assignment of Oil and Gas Leases"
Davis Oil Company to Southland Royalty Company
Dated August 23, 1976
Page 2

(.0)

STATE OF COLORADO)
: SS.
CITY & COUNTY OF DENVER)

On this 23rd day of August, 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 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:
June 4, 1980

Notary Public

NORTHWEST PIPELINE CORPORATION

MEMORANDUM
DATED:
FILED:
RECORDED:

TO: C F Braun & Co
1000 South Fremont
Alhambra, California 91802

MEMORANDUM GIVING NOTICE OF GAS PURCHASE CONTRACT

STATE OF WYOMING

COUNTY OF SUBLETTE

WHEREAS, NORTHWEST PIPELINE CORPORATION ("Northwest") and C F Braun & Co, and Dyco Petroleum Corporation, as Seller, made and entered into a certain Gas Purchase Contract dated November 6, 1976, (the "Gas Purchase Contract") providing for the sale by Seller to Northwest of gas to be produced and saved from the Seller's properties in Sublette County, Wyoming, described in Exhibit "A" attached hereto and made a part hereof (which Exhibit "A" hereto is a copy of the Exhibit "A" attached to the Gas Purchase Contract) for a term and upon the terms and conditions set out in the Gas Purchase Contract; and,

WHEREAS, it is the desire of Seller and Northwest, as parties to the Gas Purchase Contract, to acknowledge its existence in recordable form:

NOW, THEREFORE, the undersigned Seller named in the Gas Purchase Contract and Northwest do hereby:

1. Acknowledge the execution of the Gas Purchase Contract as set out above;

2. Refer to the Gas Purchase Contract for all its terms and provisions and incorporate the same by reference as fully as if it were copied at length herein; and,

3. Acknowledge that Exhibit "A" attached to this instrument is the same as that described in and attached to the Gas Purchase Contract and that Seller's interest in said leases and properties is dedicated to the Gas Purchase Contract to the extent set out in said Contract.

157295

RECORDED December 15 1976 3:00 PM
IN BOOK 53 Oil & Gas Lse PAGE 363
FEES $11.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

This Memorandum shall not be deemed to enlarge, restrict or change the rights of any of the parties to said Gas Purchase Contract, but is for the purpose of giving record notice of the existence of the Contract in lieu of recording it at length.

EXECUTED in multiple copies, each of which may be used as an original, this ~~18th~~ 6th day of ~~October~~ November 1976.

ATTEST:

NORTHWEST PIPELINE CORPORATION

legal
WPD
10/29/76

By _____
Vice-President

~~ATTEST:~~

C F BRAUN & CO

By _____
Attorney-in-Fact

ATTEST:

DYCO PETROLEUM CORPORATION

By _____

This Memorandum shall not be deemed to enlarge, restrict or change the rights of any of the parties to said Gas Purchase Contract, but is for the purpose of giving record notice of the existence of the Contract in lieu of recording it at length.

EXECUTED in multiple copies, each of which may be used as an original, this 6th day of November 1976.

ATTEST:

NORTHWEST PIPELINE CORPORATION

WPD 10/22/76

By R W Kesser
Vice-President

ATTEST:

C F BRAUN & CO

By

DYCO PETROLEUM CORPORATION

ATTEST: PETROLEUM CORPORATION

E. J. Grabb, Assistant Secretary

By

L. Z. Williams, Vice President

STATE OF UTAH

COUNTY OF SALT LAKE

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared R. W. Keener, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Northwest Pipeline Corporation, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th day of November, 1976.

Dorothy Seeley
Notary Public
Residing at

My Commission expires April 20, 1978

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.

ON October 18, 1976

before me, the undersigned, a Notary Public in and for said State, personally appeared D B Houge, known to me to be the person whose name is subscribed to the within instrument, as Attorney-in-Fact of C F Braun & Co, a corporation, and acknowledged to me that he subscribed the name of C F Braun & Co thereto as principal, and his own name as Attorney-in-Fact.

OFFICIAL SEAL
Levanche T. Behler
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires June 21, 1980

WITNESS my hand and official seal.

Levanche T Behler
Notary Public in and for said State

Notary Public
Residing at

My Commission expires

STATE OF UTAH

COUNTY OF SALT LAKE

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared R. W. Keener, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Northwest Pipeline Corporation, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th day of November, 1976.

Dorothy Seiberling
Notary Public
Residing at

My Commission expires April 20, 1978

STATE OF OKLAHOMA

COUNTY OF TULSA

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared L. Z. Williams, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Dyco Petroleum Corporation, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of October, 1976.

Janice S. d'Arrigo
Notary Public
Residing at

My Commission expires July 29, 1979

EXHIBIT A

GAS PURCHASE CONTRACT

DATED November 6, 1976

between

NORTHWEST PIPELINE CORPORATION

and

C F BRAUN & CO, et al

Description	County and State	Gross Acres	Interest	Net Acres	Lease Expiration Date
	Sublette County, Wyoming	428.71	37.5%	160.76625	

Section 17-28N-114W
SW/4, W/2 SE/4

Section 20-28N-114W
N/2 NW/4, NW/4 NE/4

FORM TA-21-2 REV. 3-15-54

TATLOCK'S

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated March 12, 1976, from Max & Marion Boroff, husband & wife and Boroff Land and Livestock, Inc. as Lessors, to Inter-American Petroleum, Inc., as Lessee, recorded in Book 52, Page 568, of the Oil and Gas Records of Sublette County, Wyoming, is owned by Texaco Inc.

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 34 North, Range 111 West
Section 8: NE¼SE¼, S½SE¼
Section 9: SE¼NE¼, S½
Section 10: S½SW¼
Section 15: NW¼NW¼
Section 17: NE¼, E½NW¼

consisting of 840.00 acres, more or less.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Max and Marion Boroff, husband and wife, and Boroff Land and Livestock, Inc

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 Texaco Inc. subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Boroff Land and Livestock, Inc.	Daniel, Wyoming 83115	$840.00

157327

RECORDED December 16, 19 76 9:00 A M
IN BOOK 53 Oil & Gas Lse PAGE 368
FEES $ 4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

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 30 day of December, 1976.

BOROFF LAND AND LIVESTOCK, INC.

× By: Max Boroff
Max Boroff, President

ATTEST:

× Marion Boroff
Marion Boroff, Secretary

(SEAL)

× Max Boroff (SEAL)
Max Boroff

(SEAL)

× Marion Boroff (SEAL)
Marion Boroff

368

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 30 day of November, 1976, personally appeared Max Boroff

and Marion Boroff, 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 June 14 1977 Dawn C. Wilson
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 7 day of December, A. D. 19 76 before me personally appeared Max Boroff, to me personally known, who, being by me duly sworn, did say that he is the President 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 acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 7 day of December, A. D. 19 76

(SEAL)

Dawn C. Wilson
Notary Public.

My Commission expires June 14, 1977

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

157711

RECORDED Dec 6th 1976 10:40 A.M.
REQUESTED Bell & Lee FEE 3.70
FEES 4.50 Pris J. Yates COUNTY Clerk
SWEETWATER COUNTY, GREEN RIVER, WYOMING
By Marilyn Burton

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 (x)Limited Partnership ( )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 attaced(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 November, 1976.

GLOSTER PRODUCTION PROPERTIES

by: Bryan Bell
Bryan Bell Assignee

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).

1331 Third Street
New Orleans, Louisiana 70130
(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 statement or representations as to any matter within its jurisdiciton.

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, That CHARLOTTE E. WAGNER, and husband

BRYAN WAGNER, 6122 Annunciation Street, New Orleans, Louisiana 70118

called "Assignor" (whether one or more) for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver to Gloster Production Properties, a Limited Partnership of which Bryan Bell is the sole General Partner, its successors and assigns, of 1331 Third Street, New Orleans, Louisiana, 70130, the following:

1.) Assignor's entire interest and title in and to the overriding royalty reserved by Assignor from the Oil and Gas Lease(s) listed below:

W-56039 - T.30N., R.115W., Wyoming, Sublette County
Section 2 - SE¼
Section 11 - NE¼
Section 12 - NW¼
(480.00 acres)

2.) Assignor's right to be tendered or to receive a reassignment of said Oil and Gas Lease, according to the provisions contained therein; and Assignor hereby authorizes and directs the present owner and all subsequent owners of said lease to tender or make reassignment of said lease to GLOSTER PRODUCTION PROPERTIES, its successors and assigns.

Date: Oct 25 1976

Charlotte E. Wagner
Assignor CHARLOTTE E. WAGNER

Bryan Wagner
Assignor BRYAN WAGNER

STATE OF LOUISIANA)
) ss.
PARISH OF ORLEANS)

The foregoing instrument was executed, acknowledged and signed before me, the undersigned Notary Public for the Parish of Orleans, State of Louisiana by CHARLOTTE E. WAGNER and BRYAN WAGNER this 23rd day of October, 1976.

New Orleans, Louisiana.

Charles Raphael Chesnutt, III
Notary Public
My Commission is for life.

157712

December 21, 13 76 9:05 A.M.
RECORDED IN BOOK 3 PAGE 372
Gloria Dei Yake COUNTY CLERK
By Marilyn Canton

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 (x)Limited Partnership ( )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 attaced(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 November, 1976.

GLOSTER PRODUCTION PROPERTIES

by: Bryan Bell
Bryan Bell Assignee

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).

1331 Third Street
New Orleans, Louisiana 70130
(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 statement or representations as to any matter within its jurisdiciton.

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, That JUNE LAZARD, and husband, SIDNEY LAZARD, #8 Versailles Blvd., New Orleans, Louisiana 70125

called "Assignor" (whether one or more) for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver to Gloster Production Properties, a Limited Partnership of which Bryan Bell is the sole General Partner, its successors and assigns, of 1331 Third Street, New Orleans, Louisiana, 70130, the following:

1.) Assignor's entire interest and title in and to the overriding royalty reserved by Assignor from the Oil and Gas Lease(s) listed below:

W-56039 - T.30N., R.115W., Wyoming, Sublette County
Section 2 - SE¼
Section 11 - NE¼
Section 12 - NW¼
(480.00 acres

2.) Assignor's right to be tendered or to receive a reassignment of said Oil and Gas Lease, according to the provisions contained therein; and Assignor hereby authorizes and directs the present owner and all subsequent owners of said lease to tender or make reassignment of said lease to GLOSTER PRODUCTION PROPERTIES, its successors and assigns.

Date: October 12, 1976

June Lazard
Assignor JUNE LAZARD

Sidney Lazard
Assignor SIDNEY LAZARD

STATE OF LOUISIANA)
) ss.
PARISH OF ORLEANS)

The foregoing instrument was executed, acknowledged and signed before me, the undersigned Notary Public for the Parish of Orleans, State of Louisiana by JUNE LAZARD and SIDNEY LAZARD

this 12th day of October, 1976.

New Orleans, Louisiana.

Charles Raphael Chesnutt, III
Notary Public
My Commission is for life.

57713

December 21, 19 76 2:00 P.M.
53 Oil & Gas Lease 374
Lois J. Yates COUNTY CLERK
By Deputy

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 (x)Limited Partnership ( )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 attaced(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 November, 1976.

GLOSTER PRODUCTION PROPERTIES

by: Bryan Bell
Bryan Bell Assignee

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).

1331 Third Street
New Orleans, Louisiana 70130
(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 statement or representations as to any matter within its jurisdiciton.

ASSIGNMENT OF OVERRIDING ROYALTY

NOW ALL MEN BY THESE PRESENTS, That EDWARD POITEVENT and wife, BRUCE B. POITEVENT, 28th Floor, 225 Baronne Street, New Orleans, Louisiana 70112

---

called "Assignor" (whether one or more) for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver to Gloster Production Properties, a Limited Partnership of which Bryan Bell is the sole General Partner, its successors and assigns, of 1331 Third Street, New Orleans, Louisiana, 70130, the following:

1.) Assignor's entire interest and title in and to the overriding royalty reserved by Assignor from the Oil and Gas Lease(s) listed below:

W-51264 - T.13N., R.92W., 6th P.M., Wyoming, Carbon County
Section 3 - All
(640.00 acres)

W-51857 - T.34N., R.72W., 6th P.M., Wyoming, Converse County
Section 24 - NW¼
(160.00 acres)

W-52389 - T.34N., R.114W., 6th P.M., Wyoming, Sublette County
Section 6 - Lots 1,2,3,4,5,6,7, S½NE¼, SE¼NW¼, E½SW¼, SE¼
(627.33 acres)

W-52391 - T.34N., R.114W., 6th P.M., Wyoming, Sublette County
Section 21 - S½NW¼, SW¼
Section 28 - S½NW¼, SW¼
Section 29 - W½
(800.00 acres)

W-52392 - T.34N., R.114W., 6th P.M., Wyoming, Sublette County
Section 32 - N½SE¼
(80.00 acres)

2.) Assignor's right to be tendered or to receive a reassignment of said Oil and Gas Lease, according to the provisions contained therein; and Assignor hereby authorizes and directs the present owner and all subsequent owners of said lease to tender or make reassignment of said lease to GLOSTER PRODUCTION PROPERTIES, its successors and assigns.

Date: Oct 11, 1976

Edward Poitevent
Assignor EDWARD POITEVENT

Bruce B. Poitevent
Assignor BRUCE B. POITEVENT

STATE OF LOUISIANA)
) ss.
PARISH OF ORLEANS)

The foregoing instrument was executed, acknowledged and signed before me, the undersigned Notary Public for the Parish of Orleans, State of Louisiana by EDWARD POITEVENT and BRUCE B. POITEVENT this 11th day of October, 1976.

New Orleans, Louisiana.

Charles Raphael Chesnutt, III
Notary Public
My Commission is for life.

[redacted] ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING [redacted]

UNITED STATES OIL AND GAS LEASE WY 76-0401

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Bob G. Howell Box 1249, Fresno, Ca., 93715

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

NAME	ADDRESS	PER CENT
John A. Kocherger	Box 11006, Fresno, Ca., 93771	1/4%

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

T27N., r105W., 6th. PM

Sec. 24: NE¼NE¼

Sec. 36: All

157739

December 22, 76 9:00 A

53 Oil & Gas Lse - 376

Leo J Yate

by Marilyn Benton

Containing 680 acres, more or less.

WITNESS our hands this 12-16-76 day of , 19

Witnesses:

Bob G. Howell

Bob G. Howell

STATE OF CALIFORNIA }
COUNTY OF FRESNO } 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 16 day of December, 1976, personally appeared Bob G. Howell

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

OFFICIAL SEAL
TESS KEVORKIAN
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
FRESNO COUNTY
My Commission Expires Jan. 23, 1977

Tess Kevorkian
Notary Public

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness: Assignee:

Lucille Best as to John Kaderger

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

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

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

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

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

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

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

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

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

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

Producers K 88

OIL AND GAS LEASE

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

AGREEMENT, Made and entered into this 4th day of NOVEMBER, 19 76
by and between Daniel Michael Ball and Carolyn C. Ball, husband and wife; John Woodrow Ball and Jean M. Ball, husband and wife; Markus E. Bischoff, a widower; Helen Josephine Ball LaBass, a widow; and Delbert J. Arthur, a widower, 605 Wayne Street, Pocatello, Idaho 83201, hereinafter called lessor (whether one or more) and
SEE ATTACHED, hereinafter called lessee.

INTER-AMERICAN PETROLEUM CORPORATION -- UNDIVIDED 50% INTEREST
609 East Speer Boulevard
Denver, Colorado 80203

THOMAS A. CHORNEY -- UNDIVIDED 50% INTEREST
432 Metro Bank Building
475 - 17th Street
Denver, Colorado 80202

FILED: December 22, 1976 9:40A M
IN BOOK 53 Oil & Gas Lse PAGE 378
FEES $2.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Canton

157740

NESSETH, That the said lessor, for and in consideration of ten and more Dollars ($10.00+)
in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to
paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee,
successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating
l and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products,
hat certain tract of land, together with any reversionary rights therein, situate in the County of Sublette
e of Wyoming, described as follows, to wit:

T 33 N - R 112 W

Sec. 1: Lot 1 ($NE\frac{1}{4}NE\frac{1}{4}$)

and containing 39.98 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten (10) years from date, and as long thereafter as oil or gas,
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
-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
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
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
e 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
manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 4th day of November, 19 77, this lease shall terminate
o both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the
First Security Bank at Pocatello, Idaho 83201
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
reof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of
Thirty nine and 98/100 - ($39.98) - DOLLARS,
h 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
pon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively.
It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when
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
y 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
reof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of
ntals 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
d 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
te 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,
less 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
le 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
greed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the
ect 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
ases 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
ecessary 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
ter 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
er production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the deposi-
y 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
e 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
uch 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
ll 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
ntities 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,
illate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall
an any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anni-
ary 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
ein 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
reased 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
reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right
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
ow 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
(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
ing 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
rein 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
hold 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 ad-
visable 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 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 de-
velopment 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
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
ure to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties
hall 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
ed 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
ail 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
se 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 assign-
ment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when compiled with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

Lessor hereby releases and relinquishes any right of homestead, dower or courtesy they or either of them may have in or to the leased land.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Daniel Michael Ball (SEAL)
Carolyn C. Ball (SEAL)
John Woodrow Ball (SEAL)
Jean M. Ball (SEAL)
Markus E. Bischoff (SEAL)
Helen Josephine Ball (SEAL)
LaBall (SEAL)
Delbert J. Arthur (SEAL)

STATE OF IDAHO } SS.
COUNTY OF BANNOCK }

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 November, 19 76, personally appeared Daniel Michael Ball and Carolyn C. Ball, husband and wife, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they 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 October 22, 1977 (Seal)

Notary Public

STATE OF CALIFORNIA } SS.
COUNTY OF SAN DIEGO }

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 November 30, 19 76, personally appeared John Woodrow Ball and Jean M. Ball, husband and wife, to me known to be the identical persons described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires 4-25-77 (Seal)

NANCY A. DUGAN
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
KERN COUNTY
My Commission Expires April 25, 1977

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.....

Notary Public.

(SEAL)

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

When recorded return to

ACKNOWLEDGEMENTS

(Cont.'d)

STATE OF IDAHO
COUNTY OF BINGHAM } 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 16th day of November, 1976, personally appeared Markus E. Bischoff, a widower, to 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 9/26/78

(Seal)

Thomas E. Moss
Notary Public

STATE OF CALIFORNIA
COUNTY OF STANISLAUS } 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 16th day of November, 1976, personally appeared Helen Josephine Ball LaBass, a widow, and to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires Dec 8, 1978

(Seal)

OFFICIAL SEAL
VIRGINIA M. MONIZ
NOTARY PUBLIC - CALIFORNIA
STANISLAUS COUNTY
My comm. expires DEC 8, 1978

Virginia M. Moniz
Notary Public

STATE OF WASHINGTON
COUNTY OF WHATCOM } 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 15th day of November, 1976, personally appeared Delbert J. Arthur, a widower, 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 1-29-79

(Seal)

G. Clark Nichols
Notary Public

[redacted] ASSIGNMENT OF OVERRIDING [redacted] ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W 30487

DISTRICT LAND OFFICE

KNOW ALL MEN BY THESE PRESENTS, That Bob G. Howell, P.O. Box 1249, Fresno, California 93721, 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
C. E. Strange	P.O. Box 61, Bakersfield, Calif. 93302	Three fourths of one percent (3/4 of 1%)

Being in all a total of an undivided THREE FOURTHS OF ONE PERCENT (3/4 of 1%) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 38 North, Range 114 West, 6th Prin. Mer.
Sec. 16: S½
Sec. 21: S½
Sec. 28: N½
containing 960.00 acres, more or less.

157748

RECORDED December 23, 19 76 9:00 AM
IN BOOK 530 of Lease PAGE 382
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Denton

Containing 960.00 acres, more or less.

WITNESS our hands this 6th day of June, 19 72

Witnesses:

Bob G. Howell
BOB G. HOWELL

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 6th day of June, 19 72, personally appeared BOB G. HOWELL

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.

VIRGINIA K. HEATH
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
KERN COUNTY
MY COMMISSION EXPIRES FEBRUARY 4, 1973

My Commission Expires

Virginia K. Heath
Notary Public

382

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness:

Assignee:

Coleen Byrd as to C E Stanger

as to

as to

as to

as to

as to

as to

as to

as to

as to

Form 3120--19
(May 1968)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

(Assign'g Oper Rts 53-647 53-652)

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)

M. N. Hahn
185 Oakbank Rd.
Bakersfield CA 93304

Name
Street
City
State
Zip Code

W 31575
(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: #437 State: Wyoming County: Sublette

T 33 N, R 114 W, 6th Prin Mer, WY
Sec 33: NW¼SW¼, S½S½
34: SW¼SW¼

157794

RECORDED December 27 19 76 9:00 A.M
IN BOOK 53 Oil & Gas Lse PAGE 384
FEES $10.50 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Containing a total of 240.00 acres	Annual Rental . . . . . $ 120.00

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

Effective date of lease: FEBRUARY 1, 1972

THE UNITED STATES OF AMERICA

By Melvina M. Lance
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

January 18, 1972
(Date)

For Claimant

No. 411-2072

SEE INSTRUCTIONS ON REVERSE

NONCOMPETITIVE OFFER TO LEASE FOR OIL AND GAS

31575 Parcel Number 437

4. State Wyoming

Undersigned hereby offers to lease for oil and gas all or any portion of the above-identified parcel of land which may be available for noncompetitive leasing, and certifies that the: (1) applicant is a citizen of the United States, an association of such citizens, a partnership, a corporation organized under the laws of the United States or any State thereof, or a municipality organized under the laws of such a State; (2) applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation provided by the Mineral Leasing Act of February 25, 1920, as amended; and (3) applicant is the sole party in interest in this offer and the lease if issued, or if not the sole party in interest, that the names and addresses of all other interested parties are set forth on the reverse hereof. The undersigned agrees that the successful drawing of this card will bind him to a lease, on Form 3120–19 (4–1158) or 3200–3 (4–1196), and to the extent applicable, the stipulations provided for in 43 CFR 3103.2 for the described parcel or any portion thereof if such a lease is issued by the Bureau of Land Management as a result of this drawing.

5. M. Hahn 9/22/71
(Signature of Applicant) (Date)

6. M. N. HAHN
185 OAKBANK RD. (Address, include zip code)
BAKERSFIELD, CALIF. 93304 DO NOT DETACH

3812855

b. Rights of lessee.—The lessee is granted the right and privilege to drill for, mine, extract, remove, ... all the oil and gas deposits, except helium gas, ... leased, together with the right to construct and ... thereon, all works, buildings, plants, waterways, ... telegraph or telephone lines, pipelines, reservoirs, tanks, ... stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as ... is produced in paying quantities; subject to any unit ... heretofore or hereafter approved by the Secretary of ..., the provisions of said agreement to govern the lands ... hereto where inconsistent with the terms of this lease.

The lessee agrees:

...—(1) To file any bond required by this lease and ... regulations and until such bond is filed not to enter ... under this lease. (2) To maintain any bond furnished ... as a condition for the issuance of this lease. (3) ... a bond in a sum double the amount of $2 per acre an... but not less than $1,000 nor more than $10,000, ... inclusion of any part of the leased land within the ...logic structure of a producing oil or gas field. (4) ... prior to beginning of drilling operations and main... times thereafter as required by the lessor a bond in ... sum of $10,000 with approved corporate surety, or ...it of United States bonds as surety therefor, conditioned ...pliance with the terms of this lease, unless a bond in ...nt is already being maintained or unless such a bond ... by an operator of the lease is accepted. (5) Until a ...ease bond is filed to furnish and maintain a bond in ... sum of not less than $1,000 in those cases in which ... required by law for the protection of the owners of sur... ... In lieu of any of the bonds described herein, the ...may file such other bond as the regulations may permit.

...operative or unit plan.—Within 30 days of demand, ...e leased land is committed to an approved unit or coop... plan and such plan is terminated prior to the expiration ...lease, within 30 days of demand made thereafter, to sub... to and to operate under such reasonable cooperative or ... for the development and operation of the area, field, ..., or part thereof, embracing the lands included herein as ...retary of the Interior may then determine to be practicable ...essary or advisable, which plan shall adequately protect ...hts of all parties in interest, including the United States.

...ells.—(1) To drill and produce all wells necessary to ...the leased land from drainage by wells on lands not the ... of the lessor, or lands of the United States leased at a ...alty rate, or as to which the royalties and rentals are ... different funds than are those of this lease; or in lieu ...t of such drilling and production, with the consent of ...or of the Geological Survey, to compensate the lessor ...ch month for the estimated loss of royalty through ... the amount determined by said Director; (2) at the ...of the lessee, to drill and produce other wells in con...h any system of well spacing or production allotments ...e field or area in which the leased lands are situated, ...authorized and sanctioned by applicable law or by the ...of the Interior; and (3) promptly after due notice in ... drill and produce such other wells as the Secretary of ... may reasonably require in order that the leased ...ay be properly and timely developed and produced in ...with good operating practice.

...ds and royalties.—(1) To pay rentals and royalties ... or value of production removed or sold from the ...ands as follows:

...To pay the lessor in advance an annual rental at ...g rates:

the lands are wholly outside the known geologic struc...re of a producing oil or gas field:

(i) For each lease year a rental of 50 cents per acre or fraction of an acre.

If the lands are wholly or partly within the known geo...logic structure of a producing oil or gas field:

(i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.

(ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

...ty royalty.—Commencing with the lease year begin... after a discovery on the leased land, to pay the lessor ... rental, a minimum royalty of $1 per acre or fraction ... the expiration of each lease year, or the difference ...e actual royalty paid during the year if less than $1 ... and the prescribed minimum royalty of $1 per acre, ...that if this lease is unitized, the minimum royalty shall ... only on the participating acreage and rental shall be ... the nonparticipating acreage as provided in subpara... ...) above.

...on production.—(1) To pay the lessor 12½ percent ... the production removed or sold from the leased lands ...in accordance with the Oil and Gas Operating Regula...ons, Pt. 221).

... expressly agreed that the Secretary of the Interior ...ish reasonable minimum values for purposes of com...ty on any or all oil, gas, natural gasoline, and other ...tained from gas, due consideration being given to the ... paid for a part or for a majority of production of ... in the same field, to the price received by the lessee, ...rices, and to other relevant matters and, whenever ..., after notice and opportunity to be heard.

... paid in value, such royalties on production shall be ...yable monthly on the last day of the calendar month ...ing the calendar month in which produced. When ...ount of production, such royalty products shall be de... merchantable condition on the premises where produced ...t to lessor, unless otherwise agreed to by the parties ...ank facilities and in such tanks provided by the lessee as ... be required by the lessor, but in no case shall ... required to hold such royalty oil or other products ...eyond the last day of the calendar month next fol...extended month in which produced nor be responsible ...ce for the loss or destruction of royalty oil or other ... storage from causes over which he has no control.

... or minimum royalties may be waived, suspended ...ced royalties on the entire leasehold or any portion ...ated for royalty purposes may be reduced if the ... Interior finds that, for the purpose of encour...test ultimate recovery of oil or gas and in the ...servation of natural resources, it is necessary, in ..., to do so in order to promote development, or be...ease cannot be successfully operated under the terms ...

...ents.—Unless otherwise directed by the Secretary ..., to make rental, royalty, or other payments to the ...rder of the Bureau of Land Management at the ...ified in the regulation 43 CFR 3102.2. If there ... on the leased lands capable of producing oil or gas ...antities, the failure to pay rental on or before the ...date shall automatically terminate the lease by opera... ...However, if the time for payment falls on a day in ...ch office to receive payment is closed, payment shall ... only if made on the next official working day.

...ds for disposal of products.—To file with the ... Supervisor of the Geological Survey not later than ...ter the effective date thereof any contract, or evidence ...reement, for the sale or disposal of oil, gas, natural ... other products of the leased land; *Provided*, That ... such contract or other arrangement shall be con... ...ying any of the provisions of this lease, including, ...mited to, provisions relating to gas waste, taking royalty ...and the method of computing royalties due as based on ...ts valuation and in accordance with the Oil and Gas ...Regulations.

...ports, plats and reports.—At such times and in ... as the lessor may prescribe, to furnish detailed state... ...ing the amounts and quality of all products removed ...from the lease, the proceeds therefrom, and the amount ...production purposes [redacted]...y lost; a plat showing ... work and improv[redacted]...o leased lands; and a ... respect to stockholders, investments, depreciation, and other expenditures, remove or cover all debris, and so far as reasonably possible, restore the surface of the leased land and access roads to their former condition, including the removal of structures as and if required. The lessor may prescribe the steps to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic value.*—When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

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

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

Sec. 3. The lessor reserves:

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

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

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

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

(e) *Taking of royalties.*—All rights pursuant to section 36 of the act to take royalties in amount or in value of production.

(f) *Casing.*—All rights pursuant to section 40 of the act to purchase casing, and lease or operate valuable water wells.

Sec. 4. *Drilling and producing restrictions.*—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

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

Sec. 6. *Purchase of materials, etc., on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period: *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. *Proceedings in case of default.*—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or shall make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; But this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of cancellation and forfeiture, or for the same cause occurring at any other time.

Sec. 8. *Heirs and successors-in-interest.*—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(3), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the [redacted]...as amended (41 U.S.C. Sec. 22) and Sec. 43[redacted]433, Title 18 U.S. ... relating to contracts, enter[redacted]form a part of this lease so far as the same may be applicable.

WSO 3100-10
(Rev June 71)

SUPPLEMENT OF SEC. 2(q) OF OIL AND GAS LEASE
PROTECTION OF SURFACE, NATURAL RESOURCES AND IMPROVEMENTS

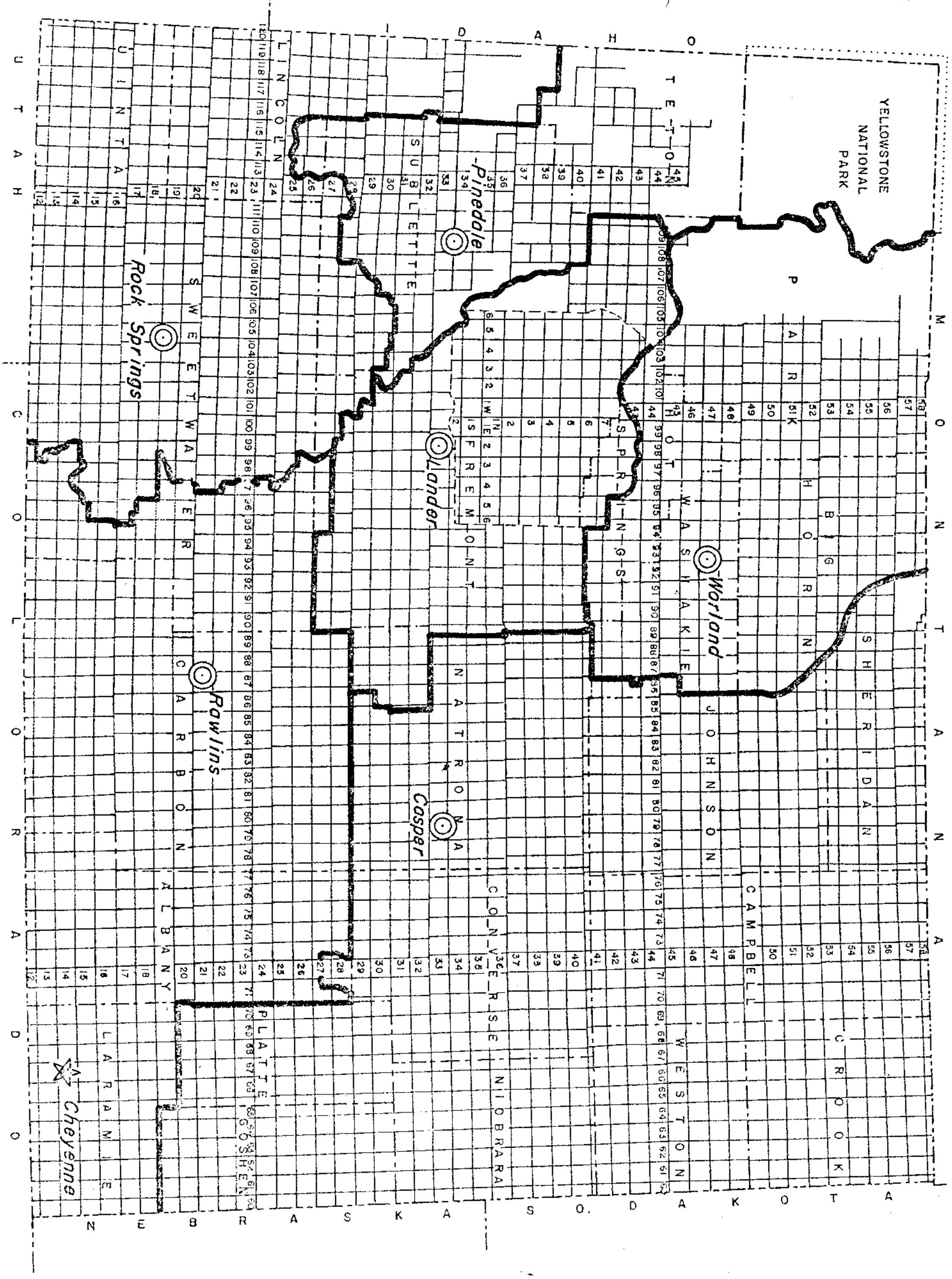
Sec. 2(q) of the lease terms requires the lessee to observe good land management conservation practices. It provides that the lessor may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereon.

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

The lessee should address all matters pertaining to this section to the appropriate District Manager. Before undertaking explorations of operations, the lessee or his designee is urged to inform the District Manager of his presence and location within the district boundaries.

ADDRESS AND TELEPHONE NUMBERS OF DISTRICT OFFICES

District Manager Bureau of Land Management 1700 Robertson Avenue P. O. Box 119 Worland, Wyoming 82401	347-3213
District Manager Bureau of Land Management Jett Building P. O. Box 589 Lander, Wyoming 82520	332-4220
District Manager Bureau of Land Management Suite 22, Osborne Building P. O. Box 670 Rawlins, Wyoming 82301	324-3461
District Manager Bureau of Land Management 126 Elk Street P. O. Box 1088 Rock Springs, Wyoming 82901	362-6613
District Manager Bureau of Land Management Molyneux Building P. O. Box 768 Pinedale, Wyoming 82941	367-4358
District Manager Bureau of Land Management P. O. Box 2834 Casper, Wyoming 82601	265-5550


WYOMING
YELLOWSTONE NATIONAL PARK
Pinedale
Rock Springs
Lander
Worland
Rawlins
Casper
Cheyenne
UTAH
COLORADO
NEBRASKA
SO. DAKOTA
LINCOLN
SUBLETTE
SWEETWATER
FREMONT
HOT SPRINGS
WASHAKIE
BIG HORN
CAMPBELL
JOHNSON
NATRONA
CONVERSE
NIOBRARA
PLATTE
GOSHEN
ALBANY
LARAMIE
CROOK

IN REPLY REFER TO:
9436

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOTICE OF BOND REQUIREMENT	Serial Number
	W 31575

The above-numbered oil and gas lease embraces lands, in whole or in part, as indicated below which were patented subject to a reservation of the oil and gas therein to the United States under the Act of July 17, 1914 (38 Stat. 509; 30 U.S.C. 121).

[X] All of the lands [ ] Part of the lands described as follows:

THIS BOND IS NOT REQUIRED UNTIL CONTEMPLATED ENTRY ON THE LAND.

You are hereby notified that in accordance with 43 CFR 3126.1(b) a bond in the amount of $1,000 *must* be filed in this office on Form 3106–1 (copy enclosed) for the protection of surface owners prior to any entry on the lands indicated above under authority of this lease. Failure to furnish the bond when required may result in cancellation of the lease.

Enclosure

Form 3106–12 (July 1966) (formerly 4–1713)

GPO 838-886

389

Form 3106–1
(June 1968)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Bond Number

Land Office and Serial Number

BOND OF OIL AND GAS LESSEE

Act of February 25, 1920 (41 Stat. 437), as amended;
Act of August 7, 1947 (61 Stat. 913), as amended

KNOW ALL MEN BY THESE PRESENTS, That we, , as principal,

and , as surety, are
held and firmly bound unto the United States of America in the sum of
dollars ($) lawful money of the United States, for the use and benefit of (1) the United States; and (2) any entryman, patentee, or surface owner of any portion of the lands covered by the lease bearing the above serial number who is entitled by law to compensation in connection with a reservation of the oil and gas deposits to the United States, for which payment, well and truly to be made, we, by these present bind ourselves, and each of us, and each of our heirs, executors, administrators, successors, and assigns, jointly and severally, upon the following conditions, viz:

The conditions of this obligation are such that, whereas the said principal has been granted the lease above referred to, upon the lands described therein and upon conditions therein expressed; and

WHEREAS, the surety waives any right to notice of, and agrees that this bond shall remain in full force and effect, notwithstanding:

1. Any assignment or assignments of an undivided interest in any part or all of the lands in the lease, in which event the assignee or assignees shall be considered to be coprincipal or coprincipals on this bond as fully and to the same extent as though his or their duly authenticated signatures appeared thereon.

2. Any assignment of some of the lands described in the lease, the bond to remain in full force and effect only as to the lands retained in the lease.

3. Any extension of the lease term, any modification of the lease, or obligations thereunder, whether made or effected by commitment of the lease to any unit, cooperative, communitization or storage agreement, or development contract, suspension of operations or production, waiver, suspension or change in rental, minimum royalty and royalties, compensatory royalty payments, or otherwise.

NOW, THEREFORE, if the said principal, his heirs, executors, administrators, successors, or assigns shall fully comply with all of the terms and conditions of said lease or any extension thereof authorized by law, use all reasonable precautions to prevent damage to the land, leave the premises in a safe condition upon the termination of said lease, and compensate the entryman, patentee, or surface owner, if any, for damages to the land as required by law, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed on this day of , 19 , in the presence of:

NAMES AND ADDRESSES OF WITNESSES

(Signature) (Signature of Principal) L. S.

(Address) (Business Address)

(Signature) (Signature of Surety) L. S.

(Address) (Business Address)

(Signature)

(Address)

(Signature) By

(Address) (Address of Surety's Agent)

GPO 543-607

Form 3106–5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. W 31575

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. C. E. Strange
P.O. Box 61
Bakersfield, California 93302

157795

RECORDED December 27, 1976 9:00 A.M.
IN BOOK 53 Oil & Gas PAGE 390
FEES $7.50 Lora J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Benton

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* February 1, 1972, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

STATE OF WYOMING, COUNTY OF SUBLETTE
Township 33 North, Range 114 West, 6th Prin. Mer.
Sec. 33: NW¼SW¼, S½S½
Sec. 34: SW¼SW¼
containing 240.00 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.)* One and one-half percent (1½%) 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 4th day of May, 19 72

M. N. Hahn (Assignor's Signature)

185 Oakbank Road
(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 JUN 1 1972

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

MAY 23 1972
(Date)

390

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of the official form in accordance with the provisions of 43 C.F.R. 1066

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 [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 4th day of May , 1972

C. E. Strange
C. E. Strange (Assignee's Signature)

P.O. Box 61, Bakersfield, California 93302
(Address, include zip code)

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

GENERAL INSTRUCTIONS

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

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

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

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

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

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

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

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

PART II

A. Certification of assignee

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

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

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

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

STATE OF CALIFORNIA }
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 4th day of May, 1972, personally appeared C. E. Strange

and

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

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

VIRGINIA K. HEATH
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
KERN COUNTY
MY COMMISSION EXPIRES FEBRUARY 4, 197[redacted]

My Commission Expires [redacted]

Virginia K. Heath
Notary Public

[redacted] FPO 831-821

[redacted] [redacted] [redacted]

Form 3106–1
(June 1968)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

BOND OF OIL AND GAS LESSEE

Act of February 25, 1920 (41 Stat. 437), as amended;
Act of August 7, 1947 (61 Stat. 913), as amended

Bond Number

Land Office and Serial Number

KNOW ALL MEN BY THESE PRESENTS, That we,

, as principal,

, as surety, are
and
held and firmly bound unto the United States of America in the sum of
dollars ($) lawful money of the United States, for the use and benefit of (1) the United States; and (2) any entryman, patentee, or surface owner of any portion of the lands covered by the lease bearing the above serial number who is entitled by law to compensation in connection with a reservation of the oil and gas deposits to the United States, for which payment, well and truly to be made, we, by these present bind ourselves, and each of us, and each of our heirs, executors, administrators, successors, and assigns, jointly and severally, upon the following conditions, viz:

The conditions of this obligation are such that, whereas the said principal has been granted the lease above referred to, upon the lands described therein and upon conditions therein expressed; and

WHEREAS, the surety waives any right to notice of, and agrees that this bond shall remain in full force and effect, notwithstanding:

1. Any assignment or assignments of an undivided interest in any part or all of the lands in the lease, in which event the assignee or assignees shall be considered to be coprincipal or coprincipals on this bond as fully and to the same extent as though his or their duly authenticated signatures appeared thereon.

2. Any assignment of some of the lands described in the lease, the bond to remain in full force and effect only as to the lands retained in the lease.

3. Any extension of the lease term, any modification of the lease, or obligations thereunder, whether made or effected by commitment of the lease to any unit, cooperative, communitization or storage agreement, or development contract, suspension of operations or production, waiver, suspension or change in rental, minimum royalty and royalties, compensatory royalty payments, or otherwise.

NOW, THEREFORE, if the said principal, his heirs, executors, administrators, successors, or assigns shall fully comply with all of the terms and conditions of said lease or any extension thereof authorized by law, use all reasonable precautions to prevent damage to the land, leave the premises in a safe condition upon the termination of said lease, and compensate the entryman, patentee, or surface owner, if any, for damages to the land as required by law, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed on this day of , 19 , in the presence of:

NAMES AND ADDRESSES OF WITNESSES

(Signature) _____ [L. S.]
(Signature of Principal)

(Address) (Business Address)

(Signature) _____ [L. S.]
(Signature of Surety)

(Address) (Business Address)

(Signature)

(Address)

(Signature) By

(Address) (Address of Surety's Agent)

GPO 843 - 667

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

IN REPLY REFER TO:
943c

NOTICE OF BOND REQUIREMENT	Serial Number W 31575

The above-numbered oil and gas lease embraces lands, in whole or in part, as indicated below which were patented subject to a reservation of the oil and gas therein to the United States under the Act of July 17, 1914 (38 Stat. 509; 30 U.S.C. 121).

[X] All of the lands [ ] Part of the lands described as follows:

THIS BOND IS NOT REQUIRED UNTIL CONTEMPLATED ENTRY ON THE LAND.

You are hereby notified that in accordance with 43 CFR 3126.1(b) a bond in the amount of $1,000 *must* be filed in this office on Form 3106–1 (copy enclosed) for the protection of surface owners prior to any entry on the lands indicated above under authority of this lease. Failure to furnish the bond when required may result in cancellation of the lease.

Enclosure

Form 3106–12 (July 1966) (formerly 4–1713) GPO 858-686

[redacted] Sun's #402[redacted]

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

Serial Number: Wyoming 31575

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease: 2-1-72

New Serial Number:

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

Name
Street
City
State
Zip Code

R. E. Puckett
215 Security Life Building
1616 Glenarm Place
Denver, Colorado 80202

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Township 33 North, Range 114 West, 6th P.M., Sublette County, Wyoming
Section 33: NW/4 SW/4, S/2 S/2
Section 34: SW/4 SW/4
Containing 240.00 acres, more or less

This assignment is made without warranty of title express or implied. Assignee shall comply with and be bound by any reassignment provisions in prior assignments, and Assignee agrees to indemnify Assignor against and hold Assignor harmless from all liability resulting to Assignor from failure of Assignee, his successors and assigns, to comply with any reassignment provisions.

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%

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

4a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of the Instructions: specify percentage)* NONE

b. What overriding royalties or production payments, if any, were previously reserved? *(percentage only)* Three percent (3%)

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

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

Executed this 6 day of April, 1973

SUN OIL COMPANY (DELAWARE)

By: [signature] (Assignor's Signature)

V. L. Smith, Attorney in Fact

Evidence of Attorney in Fact is filed in W-047077 and such authority is still in effect.

P. O. Box 2039
(Assignor's Address)

Tulsa, Oklahoma 74102

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

THE UNITED STATES OF AMERICA

157796

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 1

RECORDED December 22 1976 9:00 A.M.
IN BOOK 53 Oil & Gas Lse PAGE 394
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Assignment approved effective MAY 1 1973

Date approved MAY 21 1973

By [signature] (Authorized Officer)

Chief, Oil & Gas Section (Title)

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

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

REPRODUCED BY SUN OIL COMPANY (DELAWARE), P.O.BOX 2039, TULSA, OKLAHOMA 74102
For Claimant

W-348
391

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age *and* a citizen of the United States? [X] Yes [ ] No

b. Is the assignee a corporation or other legal entity? [ ] Yes [X] No *(If "yes," specify kind)*

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

2. Is the assignee the sole party in interest in this assignment? [X] Yes [ ] No *(If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)*

3. Is the filing fee of $10 attached? [X] Yes [ ] No

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

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

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

This form is submitted in lieu of the official form and contains all of the provisions thereof as of the date of filing of this assignment.

Executed this **21st** day of **April**, 1973

R. E. Puckett (Assignee's Signature)
215 Security Life Building
1616 Glenarm Place
Denver, Colorado 80202
(Address)

INSTRUCTIONS

1. *Use of form.* This form is to be used only for assignment of record title interests in oil and gas leases. It is *not* to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) *original* executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments *must* be filed within ninety (90) days from date of final execution and *each must* be accompanied by a filing fee of $10. Any assignment not accompanied by the required fee will *not* be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer *must* be filed for *each* assignment.

2. *Qualifications of assignee.* Assignee *must* indicate whether or not he is over the age of 21 *and* a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment *must* be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it *must* submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there *must* be full compliance with the regulations 43 CFR 3123.2.

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

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

5. *Effect of assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1–6 relate to assignments of such leases or interests therein.

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

[redacted] [redacted] [redacted] 3-763

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

On April 6, 1973, before me the undersigned, a Notary Public in and for said State, personally appeared V. L. SMITH, known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact of SUN OIL COMPANY (DELAWARE) and acknowledged to me he subscribed the name of SUN OIL COMPANY (DELAWARE) thereto as principal and his own name as Attorney in Fact.

WITNESS my hand and official seal.

Notary Public in and for said State

My commission expires:
APR 23 1974

Form 3106–5
(February 1971)

397

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. W-31575

LAND OFFICE USE ONLY
New Serial No

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

Beta Exploration, Inc.
601 Denver Club Building
Denver, Colorado 80202

157797

RECORDED December 27, 1976 9:00 A.M.
IN BOOK 53 Oil & Gas Lse PAGE 397
FEES $6.00 Lois 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*) February 1, 1972, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (*43 CFR 3101.2–3*) Sublette County, Wyoming
Township 33 North, Range 114 West, 6th PM
Section 33: NW¼SW¼, S½S½
Section 34: SW¼SW¼

Containing 240.00 Acres, more or less

assignment is made without warranty of title express or implied. Assignee shall comply with be bound by any reassignment provisions in prior assignments, and Assignee agrees to indemnify signor against and hold Assignor harmless from all liability resulting to Assignor from failure Assignee, his successors and assigns, to comply with any reassignment provisions, and, also, is ect to the reassignment clause attached herewith and made a part hereof.

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

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

5a. What overriding royalty or production payments is the assignor reserving herein? (*See Item 4 of General Instructions; specify percentage*) 2½% of 8/8ths
b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (*Percentage only*) 3% of 8/8ths

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

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

Executed this 14th day of October, 19 74

(Assignor's Signature)
R. E. Puckett

215 Security Life Building
(Assignor's Address)

Denver, Colorado 80202
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective NOV 1 1974

By _____
(Authorized Officer)

Chief, Br. of Lands &
Minerals Operations

JAN 2 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

In the event Assignee shall desire to surrender all or any part of said lands hereby assigned, Assignee agrees to notify Assignor, in writing, by registered mail, at least ---75--- days prior to the next accruing rental date, of Assignee's intention to so relinquish said lands. Assignor shall have thirty (30) days after receipt of such notification within which to notify Assignee in writing, by registered mail, that said lands are to be reassigned to Assignor, and Assignee shall then reassign to Assignor the lands which Assignee desires to relinquish. Any such reassignment shall be free and clear of any burdens, encumbrances or outstanding interest other than those existing on the date hereof. Assignee's liability for failure to comply with the provisions of this paragraph, shall not exceed the cash consideration paid for this assignment.

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States A Colorado
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation Case File W-7834
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.

7. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.
This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.
8. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 25th day of October, 1974.

ATTEST:

W. C. Burns, Assistant Secretary

BETA EXPLORATION, INC.

By: [signature]
(Assignee's Signature)

M. H. Brinkerhoff, Vice President
601 Denver Club Building
Denver, Colorado 80202

(Address, include zip code)

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

STATE OF Colorado }
COUNTY OF Denver } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 14th day of October, 19 74, personally appeared R. E. Puckett

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

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

My Commission Expires 7/26/76

[signature]
Notary Public

GENERAL INSTRUCTIONS

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

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

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

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

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

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

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

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

PART II

A. *Certification of assignee*

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

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

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

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

Form 3106-[redacted]
(February 1[redacted])
FACSIMILE REPRODUCTION by
Tatlock's Inc., Denver 266-1681

UNITED STATES
DEPARTMENT OF THE INTE[redacted]R
BUREAU OF LAND MANAGEMENT

FORM [redacted]VED
OMB NO [redacted]-R1509

Serial No. W-31575

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

Chandler & Associates, Inc.
1401 Denver Club Building
Denver, Colorado 80202

157798

RECORDED December 27, 19 76 9:00 A.M.
53 Oil & Gas Lse PAGE 400
FEES $7.50 Lois J. Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Canton

1. The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective (*date*) February 1, 1972, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 33 North, Range 114 West, 6th P.M.
Section 33: NW/4SW/4, S/2S/2
Section 34: SW/4SW/4

Containing 240.00 acres, more or less
Sublette County, Wyoming

3. What part of assignor(s) record title interest is being conveyed to assignee? (*Give percentage or share*) 50%

4. What part of the record title interest is being retained by assignor(s)? 50%

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*) 5½% of 8/8ths

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

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

Executed this 23th day of October, 1974.

ATTEST:

W. C. Burns
XXXXXXXXXXXXX
W. C. Burns, Assistant Secretary

BETA EXPLORATION, INC.

By: M. H. Brinkerhoff
(XXXXXXXXXXXXX)
M. H. Brinkerhoff, Vice President
601 Denver Club Building
Denver, Colorado 80202
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective DEC 1 1974

By /s/ Philip C. Hamilton
(Authorized Officer)

Chief, Br. of Lands & Minerals Operations
(Title)

JAN 2 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*

400 W-348

ASSIGNOR'S COPY

assignment is made without warranty of title express or implied and is subject to the
and conditions of all previous obligations to reassign, and Assignee agrees to indem-
and hold Assignor harmless for all liability resulting to Assignor for failure of
nee, his successors or assigns to comply with these provisions. In the event Assignee
desire to surrender all or any part of said lands hereby assigned, Assignee agrees to
Assignor in writing by registered mail at least seventy-five (75) days prior to the
ccruing rental date of Assignee's intention to so relinquish said lands. Assignor
have thirty (30) days after receipt of such notification within which to notify
nee in writing by registered mail that said lands are to be reassigned to Assignor,
ssignee shall then reassign to Assignor the lands which Assignee desires to relinquish.
understood, however, that any liability to Assignee for failure to give such notice
be limited to the amount paid by Assignee to Assignor for the lands covered by this
gnment.

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in leases and options in each leasing district in Alaska.

CORPORATE QUALIFICATIONS
CASE FILE NO. C-01[illegible]

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

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

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

Executed this 30th day of October, 1974

Attest:

Hubert L. White, Secretary

CHANDLER & ASSOCIATES, INC.

By: [signature]
(Assignee's Signature)

Collis P. Chandler, Jr., President

[illegible]
[illegible], Colorado [illegible]
(Address, include zip code)

STATE OF COLORADO)
)
CITY AND)
COUNTY OF DENVER) ss.

Be it remembered, that on this 30th day of October, 1974, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Collis P. Chandler, Jr., President of Chandler & Associates, Inc., a Colorado corporation, who is personally known to me to be such officer, and who is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

In testimony whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

My commission expires: June 9, 1977

[signature]
Notary Public

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

STATE OF COLORADO
COUNTY OF DENVER } ss.

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

On October 28, 19 74, before me personally came the above named M. H. Brinkerhoff (who being by me duly swom, did say that he is the Vice President of BETA EXPLORATION, INC. a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation) who is personally known to me to be the identical person and officer whose name is affixed to the above instrument as Vice President of said corporation, and acknowledged the instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation; that said corporation executed said instrument and that said instrument was executed, signed and sealed on behalf of said corporation by authority of its Board of Directors or by authority of its By-Laws.

My Commission Expires: April 29, 1975

Judith A. Kercher
Notary Public
Residing at: Denver, Colorado

GENERAL INSTRUCTIONS

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

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

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

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

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

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

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

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

PART II

A. Certification of assignee

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

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

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

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

STATE OF WYOMING :

COUNTY OF SUBLETTE:

The undersigned is the owner of certain Oil and Gas Leases and/or overriding royalty under such leases covering the following described properties situated in the County of Sublette, State of Wyoming:

The South-East one-fourth and the North-West one-fourth of Lots 1, 2, 3 &4 of Section 31, Township 29 North, Range 113 West of the 6th P.M., Sublette County, Wyoming.

The North-East one-fourth and the North-West one-fourth of Section 31, Lots 2, 3 & 4, and the East one-half and South-West one-fourth of Section 30, Township 29 North, Range 113 West of the 6th P.M., containing 244.64 acres, Sublette County, Wyoming.

The West one-half and the North-West one-fourth of Section 29, the East one-half and the South-East one-fourth and the North-West one-fourth of Section 30, the North-East one-fourth of Section 31, all in Township 29 North, Range 113 West of the 6th P.M., containing 600 acres, Sublette County, Wyoming.

The South-West one-fourth and the South-East one-fourth of Section 33, Township 29 North, Range 113 West of the 6th P.M., containing 40 acres, Sublette County, Wyoming.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That I, E. Rubenstein, for and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable consideration to me in hand paid by Maury Rauch Rubenstein and Jerry Rauch Rubenstein, have TRANSFERRED, ASSIGNED and CONVEYED and by these presents do TRANSFER, ASSIGN and CONVEY unto Maury Rauch Rubenstein and Jerry Rauch Rubenstein the fractional per cent set opposite each of their names in and to the interest that the undersigned, E. Rubenstein, owns in and under and by virtue of said leases whether the same be working interest, overriding royalty interest or otherwise.

Maury Rauch Rubenstein	50%
Jerry Rauch Rubenstein	50%

157799

RECORDED December 27 1976 9:00 A.M.
IN BOOK 53 Oil & Gas Lse PAGE 403
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

TO HAVE AND TO HOLD the interest herein assigned unto the respective grantees, all in accordance with the terms and provisions of the instruments vesting title in the undersigned.

WITNESS MY HAND this the 20th day of December, A.D. 1976.

E. Rubenstein

E. RUBENSTEIN

THE STATE OF TEXAS:

COUNTY OF HARRIS :

BEFORE ME, the undersigned authority, on this day personally appeared E. RUBENSTEIN, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of December, A.D. 1976.

Ruby L. Terrill

RUBY L. TERRILL
Notary Public in and for Harris County, Texas

ASSIGNMENT OF OVERRIDING ROYALTY

WYOMING FEDERAL OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, C & K PETROLEUM, INC., of 1600 Broadway, Suite 1700, Denver, Colorado 80202, is the owner of the following described Oil and Gas Leases:

USA W-55251
Township 28 North, Range 111 West, 6th P.M.
Section 5: Lot 1, SE¼NE¼, E½SW¼, SE¼
Section 8: All
Sublette County, Wyoming
containing 961.66 acres, more or less
and
USA W-54466
Township 28 North, Range 111 West, 6th P.M.
Section 17: All
Section 20: W½
Sublette County, Wyoming
containing 960.00 acres, more or less

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, C & K PETROLEUM, INC., hereinafter called "Assignor" or "C & K", does hereby sell, assign, transfer, set over and convey to DICK V. WELCH, 10633 Sperry Street, Northglenn, Colorado 80234, hereinafter called "Assignee", an overriding royalty equal to 2% of all the oil, gas, casinghead gas, and other hydrocarbon substances which may be produced, saved and sold under the terms of that certain oil and gas lease listed above, insofar as same covers the oil and gas leasehold estate as to the lands described therein owned by C & K Petroleum, Inc.

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

In the event above leases cover less than the full and undivided mineral interest in the lands described in said leases, then the overriding royalty herein conveyed as to said leases and lands shall be proportionately reduced. In that event the overriding royalty so reduced, shall attach only to the interest owned by C & K.

Said overriding royalty shall bear its proportionate share of any ad valorem taxes or similar taxes imposed upon any oil, gas and mineral

157800

RECORDED December 27, 1976 9:00 A.M.
53 Oil & Gas Lse PAGE 405
FEES $6.00 Lois J. York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Benton

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

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

The overriding royalty being assigned to Assignee by this instrument is assigned subject to the following conditions: The overriding royalty herein conveyed shall automatically terminate and cease at the expiration of the lease to which this overriding royalty applies or at the expiration of any renewal thereof, or at the end of a period of ten (10) years from date of this assignment whichever date comes first; provided, however, and subject to other provisions of this assignment, if within the time the overriding royalty is still outstanding, production be obtained on said lease premises, then such overriding royalty hereby assigned shall continue so long as production continues.

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%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

It is agreed that if the leases covered hereby were acquired by C & K under conveyances containing a provision whereby C & K is to reassign same to its assignor, then in the event C & K elects to surrender its interest the overriding royalty conveyed hereunder shall upon delivery of such reassignment cease and terminate insofar as said overriding royalty applies to or affects the oil and gas leasehold interest so reassigned.

IN WITNESS WHEREOF, this instrument is executed this 20th day of December, 1976.

ATTEST:

G. E. Farmar, Assistant Secretary

C & K PETROLEUM, INC.

By
W. C. Tillett, Vice President

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

The foregoing instrument was acknowledged before me this 20th day of December, 1976, by W. C. Tillett, as Vice President, and G. E. Farmar, as Assostant Secretary, of C & K Petroleum, Inc., a corporation.

WITNESS my hand and official seal.

Joyce E. Lebo, Notary Public

My Commission expires:

March 25, 1980

ASSIGNMENT OF OVERRIDING ROYALTY

WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, C & K PETROLEUM, INC., of 1600 Broadway, Suite 1700, Denver, Colorado 80202, is the owner of the following described Oil and Gas Lease:

State of Wyoming 74/19482
Township 28 North, Range 111 West, 6th P.M.
Section 16: All
Sublette County, Wyoming
containing 640.00 acres, more or less

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, C & K PETROLEUM, INC., hereinafter called "Assignor" or "C & K", does hereby sell, assign, transfer, set over and convey to DICK V. WELCH, 10633 Sperry Street, Northglenn, Colorado 80234, hereinafter called "Assignee", an overriding royalty equal to 2% of all the oil, gas, casinghead gas, and other hydrocarbon substances which may be produced, saved and sold under the terms of that certain oil and gas lease listed above, insofar as same covers the oil and gas leasehold estate as to the lands described therein owned by C & K Petroleum, Inc.

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

In the event above lease covers less than the full and undivided mineral interest in the lands described in said lease, then the overriding royalty herein conveyed as to said lease and lands shall be proportionately reduced. In that event the overriding royalty so reduced, shall attach only to the interest owned by C & K.

Said overriding royalty shall bear its proportionate share of any ad valorem taxes or similar taxes imposed upon any oil, gas and mineral

157801

RECORDED December 27, 1976 9:00 A M
IN BOOK 53 Oil & Gas Lse PAGE 408
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLE[redacted] BY, PINEDALE, WYOMING
[redacted]

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

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

The overriding royalty being assigned to Assignee by this instrument is assigned subject to the following conditions: The overriding royalty herein conveyed shall automatically terminate and cease at the expiration of the lease to which this overriding royalty applies or at the expiration of any renewal thereof, or at the end of a period of ten (10) years from date of this assignment whichever date comes first; provided, however, and subject to other provisions of this assignment, if within the time the overriding royalty is still outstanding, production be obtained on said lease premises, then such overriding royalty hereby assigned shall continue so long as production continues.

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 State of Wyoming, 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.

It is agreed that if the lease covered hereby was acquired by C & K under conveyances containing a provision whereby C & K is to reassign same to its assignor, then in the event C & K elects to surrender its interest the overriding royalty conveyed hereunder shall upon delivery of such reassignment cease and terminate insofar as said overriding royalty applies to or affects the oil and gas leasehold interest so reassigned.

IN WITNESS WHEREOF, this instrument is executed this 20th day of December, 1976.

ATTEST:

G. E. Farmar, Assistant Secretary

C & K PETROLEUM, INC.

By
W. C. Tillett, Vice President

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

The foregoing instrument was acknowledged before me this 20th day of December, 1976, by W. C. Tillett, as Vice President, and G. E. Farmar, as Assostant Secretary, of C & K Petroleum, Inc., a corporation.

WITNESS my hand and official seal.

Joyce E. Lebo, Notary Public

My Commission expires:

March 25, 1980

[redacted] ASSIGNMENT OF OVERR[redacted]G ROYALTY AFFECTING [redacted]

UNITED STATES OIL AND GAS LEASE W 44793

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That C. E. Strange
PO Box 61
Bakersfield CA 93302
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
Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #1	1440 Truxtun Avenue Bakersfield CA 93301	Four Percent (4%)

157802

RECORDED December 27, 19 76 9:00 A M
IN BOOK 53 Oil & Gas Lse P. E. 411
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Being in all a total of an undivided Four Percent (4%) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T. 27 N. R. 109 W., 6th Prin. Mer.
Sec. 12: S½NE¼
Sec. 13: NW¼
Sec. 14: SE¼
Sec. 23: E½
Sec. 24: SW¼

Containing 880.00 acres, more or less.

WITNESS our hands this 10th day of December, 19 76.

Witnesses:

C. E. Strange
C. E. Strange

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 10th day of December, 19 76, 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

411

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness:

Assignee:

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

Bank of America N.T.&S.A.
as Trustee of the
..... as to CHARLES E. STRANGE 1976 TRUST #1

..... as to BENEFICIARIES OF TRUST

..... as to Charles E. Strange Jr.
Charles E. Strange Jr.

..... as to .....
Dale Strange

..... as to .....
G. R. Strange

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

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

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

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

[redacted] ASSIGNMENT OF OVERR[redacted]G ROYALTY AFFECTING [redacted]

UNITED STATES OIL AND GAS LEASE W 40979

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That C. E. Strange
P.O. Box 61
Bakersfield CA 93302
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
Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #1	1440 Truxtun Avenue Bakersfield CA 93301	Four Percent (4%)

Being in all a total of an undivided Four Percent (4%) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T. 27 N., R. 110 W., 6th Prin. Mer.
Sec. 11: NE¼
Sec. 25: S½

157803

RECORDED December 27 19 76 9:00 A.M
IN BOOK 53 Oil & Gas Lse PAGE 413
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Containing 480.00 acres, more or less.

WITNESS our hands this 10th day of December, 19 76

Witnesses:

C. E. Strange

C. E. Strange

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 10th day of December, 1976, 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. SUCK
NOTARY PUBLIC - CALIFORNIA
BOND FILED IN
KERN COUNTY
MY COMMISSION EXPIRES OCTOBER 2, 1977

Notary Public

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness:

Assignee:

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

..... as to Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #1

..... as to BENEFICIARIES OF TRUST

..... as to Charles E. Strange
Charles E. Strange Jr.

..... as to
Dale Strange

..... as to
G. R. Strange

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

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

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

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

[redacted]ASSIGNMENT OF OVERR[redacted] ROYALTY AFFECTING [redacted]

UNITED STATES OIL AND GAS LEASE W 42782

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That C. E. Strange
P.O. Box 61
Bakersfield, Calif. 93302
, 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
Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #1	1440 Truxtun Avenue Bakersfield CA 93301	One and One-Fourth Percent (1¼%)

157804

RECORDED December 27, 1976 9:00 A M
IN BOOK 53 Oil & Gas Lse PAGE 415
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Being in all a total of an undivided One and One-Fourth Percent (1¼%) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T. 29 N., R. 111 W., 6th Prin. Mer.
Sec. 10: Lot 1, SE¼NE¼, W½NE¼, W½, SE¼
11: Lot 1, E½, E½W½, SW¼NW¼, W½SW¼
14: All
15: E½
22: E½

Containing 2559.44 acres, more or less.

WITNESS our hands this 10th day of December, 19 76

Witnesses:

C. E. Strange

C. E. Strange

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 10th day of December, 19 76, personally appeared C. E. Strange and , to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

BETTY J. SLICK
NOTARY PUBLIC - CALIFORNIA
BOND FILED IN
KERN COUNTY
MY COMMISSION EXPIRES OCTOBER 2, 1977

My Commission Expires

Betty J. Slick
Notary Public

415

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness:

Assignee:

..... as to Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #1

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

..... as to BENEFICIARIES OF TRUST

..... as to Charles E. Strange

..... as to Charles E. Strange Jr.

..... as to Dale Strange

..... as to G. R. Strange

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

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

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

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

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

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

[redacted] ASSIGNMENT OF OVERR[redacted]G ROYALTY AFFECTING [redacted]

UNITED STATES OIL AND GAS LEASE W 36437

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That C. E. Strange
P0 Box 61
Bakersfield CA 93302
, 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
Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #1	1440 Truxtun Avenue Bakersfield CA 93301	Four Percent (4%)

157805

RECORDED December 27, 1976 9:00 A.M.
IN BOOK 53 Oil & Gas Lse PAGE 417
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Being in all a total of an undivided Four Percent (4%) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T. 30 N., R. 114 W., 6th Prin. Mer.
Sec. 10: N½, N½S½, S½SW¼, SW¼SE¼

Containing 600.00 acres, more or less.

WITNESS our hands this 10th day of December, 19 76

Witnesses:

C. E. Strange

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 10th day of December, 19 76, 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

417

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness:

Assignee:

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

as to Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #1

..... as to BENEFICIARIES OF TRUST

..... as to Charles E. Strange

Charles E. Strange Jr.

..... as to

Dale Strange

..... as to

G. R. Strange

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

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

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

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

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

[redacted] ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING [redacted]

UNITED STATES OIL AND GAS LEASE W-49638

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That C. E. Strange
P.O. Box 61
Bakersfield CA 93302
, 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
Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #1	1440 Truxtun Avenue Bakersfield CA 93301	Five Percent (5%)

157806

RECORDED December 21, 1976 9:00 A.M
IN BOOK 53 Oil + Gas Lse PAGE 419
FEES $4.50 Lucy J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Being in all a total of an undivided Five Percent (5%) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T. 30 N., R. 114 W., 6th Prin. Mer.
Sec. 11: SE¼
12: SE¼NE¼, S½NW¼, W½SW¼, SE¼SW¼, S½SE¼

Containing 480.00 acres, more or less.

WITNESS our hands this 10th day of December, 19 76

Witnesses:

C. E. Strange

C. E. Strange

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 10th day of December, 19 76, 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

Notary Public

419

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness:

Assignee:

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

..... as to Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #1

..... as to BENEFICIARIES OF TRUST

..... as to Charles E. Strange Jr.
Charles E. Strange Jr.

..... as to
Dale Strange

..... as to
G. R. Strange

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

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

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

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

[redacted] [redacted] [redacted]

[redacted] ASSIGNMENT OF OVERR[redacted]G ROYALTY AFFECTING [redacted]

UNITED STATES OIL AND GAS LEASE W-14191

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That C. E. Strange
P. O. Box 61
Bakersfield, CA 93302
, 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
Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #1	1440 Truxtun Ave. Bakersfield, CA 93301	Three Precent (3%)

157807

RECORDED December 27, 19 76 9:00 A M
IN BOOK 53 Oil & Gas Lse FEE 421
FEES $4.50 Lois J. Hake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

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

T. 30 N., R. 115 W., 6th Prin. Mer.
Sec. 36: Lots 1, 2, 3, 4, W½E½, W½

Containing 635.20 acres, more or less.

WITNESS our hands this 10th day of December, 19 76

Witnesses:

C. E. STRANGE

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 10th day of December, 19 76, personally appeared C. E. Strange

and

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

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

BETTY J. SLICK
NOTARY PUBLIC - CALIFORNIA
KERN COUNTY
MY COMMISSION EXPIRES OCTOBER 2, 1977

My Commission Expires

Betty J. Slick
Notary Public

121

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness:

Assignee:

..... as to Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #1

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

..... as to BENEFICIARIES OF TRUST

..... as to Charles E. Strange Jr. Charles E. Strange, Jr.

..... as to Dale Strange

..... as to G. R. Strange

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

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

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

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

[redacted]ASSIGNMENT OF OVERR[redacted]G ROYALTY AFFECTING[redacted]

UNITED STATES OIL AND GAS LEASE.....W.33570.....

DISTRICT LAND OFFICE....Cheyenne,..Wyoming..

KNOW ALL MEN BY THESE PRESENTS, That.....C..E..Strange.....
.....P.O..Box..61.....
.....Bakersfield..CA..93302.....
....., 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
Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #1	1440 Truxtun Avenue Bakersfield CA 93301	One and One-Half Percent (1½%)

157808

RECORDED December 27, 19 76 9:00 A M
IN BOOK 53 Oil & Gas Lse PAGE 423
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Being in all a total of an undivided.....One and One-Half Percent (1½%).....
.....overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in.....Sublette.....County, State of...,..Wyoming....., under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T. 30 N., R. 115 W., 6th Prin. Mer.
Sec. 14: SW¼
Sec. 23: NW¼

Containing.....320..00.....acres, more or less.

WITNESS our hands this.....10th.....day of.....December....., 19....76..

Witnesses:

.....

.....

C. E. Strange

.....

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 10th day of December, 19 76, 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...

423

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness:

Assignee:

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

as to Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #1

..... as to BENEFICIARIES OF TRUST

..... as to Charles E. Strange
Charles E. Strange Jr.

..... as to
Dale Strange

..... as to
G. R. Strange

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

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

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

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

[redacted] ASSIGNMENT OF OVERR[redacted]G ROYALTY AFFECTING [redacted]

UNITED STATES OIL AND GAS LEASE W-35990

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That C. E. Strange
P. O. Box 61
Bakersfield, CA 93302
, 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
Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #1	1440 Truxtun Ave. Bakersfield, CA 93301	Two Percent (2%)

157809

RECORDED December 27, 1976 9:00 A.M
IN BOOK 53 Oil & Gas Lse PAGE 425
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Renton

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

T. 30N., R. 115W., 6th Prin. Mer.
Sec. 13: Lots 1, 2, W½NE¼
24: Lots 1, 2, 3, 4, W½E½

Containing 464.63 acres, more or less.

WITNESS our hands this 10th day of December, 19 76

Witnesses:

C. E. Strange
C. E. STRANGE

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 10th day of December, 19 76, 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

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness:

Assignee:

..... as to Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #1

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

..... as to BENEFICIARIES OF TRUST

..... as to Charles E. Strange
Charles E. Strange, Jr.

..... as to .....
Dale Strange

..... as to .....
G. R. Strange

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

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

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

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

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

[redacted] ASSIGNMENT OF OVERR[redacted]G ROYALTY AFFECTING [redacted]

UNITED STATES OIL AND GAS LEASE W-29918

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That C. E. Strange
P. O. Box 61
Bakersfield, CA 93302
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
Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #1	1440 Truxtun Ave. Bakersfield, CA 93301	Two Percent (2%)

157810
RECORDED December 27, 1976 9:00 A.M
IN BOOK 53 Oil & Gas Lse PAGE 427
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

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

T. 31 N., R. 114 W., 6th Prin. Mer.
Sec. 9: N½

Containing 320.00 acres, more or less.

WITNESS our hands this 10th day of December, 19 76

Witnesses:

C. E. Strange
C. E. STRANGE

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 10th day of December, 19 76, 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

427

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness: Assignee:

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

..... as to Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #4

..... as to BENEFICIARIES OF TRUST

..... as to Charles E. Strange, Jr.
Charles E. Strange, Jr.

..... as to Dale Strange
Dale Strange

..... as to G. R. Strange
G. R. Strange

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

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

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

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

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

[redacted]ASSIGNMENT OF OVERR[redacted]G ROYALTY AFFECTING[redacted]

UNITED STATES OIL AND GAS LEASE WY-45262

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That C. E. Strange
P. O. Box 61
Bakersfield, CA 93302
, 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
Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #1	1440 Truxtun Ave. Bakersfield, CA 93301	Two and One-Half Percent (2-1/2%)

157811

RECORDED December 22 1976 9:00 A.M.
IN BOOK 53 Oil & Gas Lse PAGE 429
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

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

T. 31 N., R. 114 W., 6th Prin. Mer.
Sec. 31: E½SE¼
32: W½NE¼, E½NW¼, SW¼NW¼, N½SW¼, SW¼SW¼

Containing 400.00 acres, more or less.

WITNESS our hands this 10th day of December, 19 76

Witnesses:

C. E. Strange
C. E. STRANGE

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 10th day of December, 19 76, personally appeared C. E. Strange and , to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

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

My Commission Expires

Betty J. Slick
Notary Public

429

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness: Assignee:

..... as to Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #1

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

..... as to BENEFICIARIES OF TRUST

..... as to Charles E. Strange
Charles E. Strange, Jr.

..... as to
Dale Strange

..... as to
G. R. Strange

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

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

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

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

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

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

[redacted]ASSIGNMENT OF OVERR[redacted]G ROYALTY AFFECTING [redacted]

UNITED STATES OIL AND GAS LEASE W-48207

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That C. E. Strange
P. O. Box 61
Bakersfield, CA 93302
, 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
Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1973 TRUST #1	1440 Truxtun Ave. Bakersfield, CA 93301	Two and One-Half Percent (2-1/2%)

157812

RECORDED December 22, 19 76, 9:00 A M
IN BOOK 53 Oil & Gas Lse PAGE 431
FEES $4.50 Lois J. Yaki COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Denton

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

T. 31 N., R. 114 W., 6th Prin. Mer.
Sec. 2: Lots, 3, 4, S½NW¼, E½SW¼

Containing 244.90 acres, more or less.

WITNESS our hands this 10th day of December, 19 76

Witnesses:

C. E. Strange
C. E. STRANGE

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 10th day of December, 19 76, personally appeared C. E. Strange

and

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

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

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

My Commission Expires

Betty J. Slick
Notary Public

131

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness: Assignee:

..... as to Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #1

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

..... as to BENEFICIARIES OF TRUST

..... as to Charles E. Strange
Charles E. Strange, Jr.

..... as to .....
Dale Strange

..... as to .....
G. R. Strange

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

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

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

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

[redacted] ASSIGNMENT OF OVERR[redacted]G ROYALTY AFFECTING [redacted]

UNITED STATES OIL AND GAS LEASE W-33563

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That C. E. Strange
P. O. Box 61
Bakersfield, CA 93302
, 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
Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #1	1440 Truxtun Ave. Bakersfield, CA 93301	Two Percent (2%)

157813

RECORDED December 27 1976 9:00 A M
IN BOOK 53 Oil & Gas Lse PAGE 433
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

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

T. 32 N., R. 114 W., 6th Prin. Mer.
Sec. 27: NE¼
T. 32 N., R. 115 W., 6th Prin. Mer.
Sec. 13: Lots 1, 2, 3, 4, W½E½, W½
36: Lots 1, 2, 3, 4, 5, 6, 7, W½NE¼, NW¼, N½SW¼, NW¼SE¼

Containing 1427.61 acres, more or less.

WITNESS our hands this 10th day of December, 1976

Witnesses:

C. E. STRANGE

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 10th day of December, 1976, 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

Notary Public

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness: Assignee:

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

as to Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #1

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

..... as to BENEFICIARIES OF TRUST

..... as to Charles E. Strange, Jr.
Charles E. Strange, Jr.

..... as to .....
Dale Strange

..... as to .....
G. R. Strange

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

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

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

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

[redacted] ASSIGNMENT OF OVERRI[redacted] ROYALTY AFFECTING [redacted]

UNITED STATES OIL AND GAS LEASE W-45866

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That C. E. Strange
P. O. Box 61
Bakersfield, CA 93302
, 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
Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #1	1440 Truxtun Ave. Bakersfield, CA 93301	Two and One-Half Percent (2-1/2%)

157814

RECORDED December 27, 1976 9:00 A.M
IN BOOK 53 Oil & Gas Lse FEE 435
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

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

T. 33 N., R. 114 W., 6th Prin. Mer.
Sec. 10: E½

Containing 320.00 acres, more or less.

WITNESS our hands this 10th day of December, 19 76

Witnesses:

C. E. Strange
C. E. STRANGE

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 10th day of December, 19 76, 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

435

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness: Assignee:

..... as to .....
Bank of America N.T.&S.A.
as Trustee of the
..... as to CHARLES E. STRANGE 1976 TRUST #1

..... as to BENEFICIARIES OF TRUST

..... as to Charles E. Strange
Charles E. Strange, Jr.

..... as to
Dale Strange

..... as to
G. R. Strange

..... as to

..... as to

..... as to

..... as to

[redacted] ASSIGNMENT OF OVERR[redacted]; ROYALTY AFFECTING [redacted]

UNITED STATES OIL AND GAS LEASE W-31575

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That C. E. Strange
P. O. Box 61
Bakersfield, CA 93302
, 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
Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #1	1440 Truxtun Ave. Bakersfield, CA 93301	One and One-Half Percent (1-1/2%)

157815

RECORDED December 27, 1976 9:00 A.M.
IN BOOK 53 Oil + Gas Lse PAGE 437
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

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

T. 33 N., R. 114 W., 6th Prin. Mer.
Sec. 33: NW¼SW¼, S½S½
34: SW¼SW¼

Containing 240.00 acres, more or less.

WITNESS our hands this 10th day of December, 19 76

Witnesses:

C. E. Strange
C. E. STRANGE

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 10th day of December, 19 76, 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 Expire[illegible]

BETTY J. SLICK
NOTARY PUBLIC - CALIFORNIA
[illegible] FILED IN
KERN COUNTY
MY COMMISSION EXPIRES OCTOBER 2, 1977

Betty J. Slick
Notary Public

237

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness: Assignee:

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

..... as to Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #1

..... as to BENEFICIARIES OF TRUST

..... as to Charles E. Strange
Charles E. Strange, Jr.

..... as to
Dale Strange

..... as to
G. R. Strange

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

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

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

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

[redacted] [redacted] [redacted]

[redacted] ASSIGNMENT OF OVERR[redacted]G ROYALTY AFFECTING [redacted]

UNITED STATES OIL AND GAS LEASE W-29424

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That C. E. Strange
P. O. Box 61
Bakersfield, CA 93302
, 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
Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #1	1440 Truxtun Ave. Bakersfield, CA 93301	Two Percent (2%)

157816

RECORDED December 27, 19 76 9:00 A.M
IN BOOK 53 Oil & Gas Lse PAGE 439
FEES $4.50 Lois J. Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

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

T. 33 N., R. 115 W., 6th Prin. Mer.
Sec. 1: SE¼NE¼, SE¼

Containing 200.00 acres, more or less.

WITNESS our hands this 10th day of December, 19 76

Witnesses:

C. E. Strange
C. E. STRANGE

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 10th day of December, 19 76, personally appeared C. E. Strange

and

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

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

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

My Commission Expires

Betty J. Slick
Notary Public

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness: Assignee:

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

Bank of America N.T.&S.A.
as Trustee of the
..... as to CHARLES E. STRANGE 1976 TRUST #1

..... as to BENEFICIARIES OF TRUST

..... as to Charles E. Strange
Charles E. Strange, Jr.

..... as to Dale Strange

..... as to G. R. Strange

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

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

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

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

[redacted] ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING [redacted]

UNITED STATES OIL AND GAS LEASE W-29424-A

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That C. E. Strange
P. O. Box 61
Bakersfield, CA 93302
, 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
Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #1	1440 Truxtun Ave. Bakersfield, CA 93301	Two Percent (2%)

157817

RECORDED December 22, 1976 9:00 A.M.
IN BOOK 53 Oil & Gas Lse PAGE 441
FEES $ 4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Two Percent

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

T. 33 N., R. 115 W., 6th Prin. Mer.
Sec. 25: E½

Containing 320.00 acres, more or less.

WITNESS our hands this 10th day of December, 19 76.

Witnesses:

C. E. STRANGE

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 10th day of December, 19 76, personally appeared C. E. Strange

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

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

BETTY J. SLICK
NOTARY PUBLIC - CALIFORNIA
KERN COUNTY
MY COMMISSION EXPIRES OCTOBER 2, 1977

My Commission Expires

Notary Public

441

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness: Assignee:

..... as to .....
Bank of America N.T.&S.A.
as Trustee of the
..... as to CHARLES E. STRANGE 1976 TRUST #1 .....

..... as to BENEFICIARIES OF TRUST .....

..... as to Charles E. Strange .....
Charles E. Strange, Jr.

..... as to .....
Dale Strange

..... as to .....
G. R. Strange

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

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

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

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

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

[redacted] ASSIGNMENT OF OVERR[redacted]G ROYALTY AFFECTING [redacted]

UNITED STATES OIL AND GAS LEASE W-42789

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That C. E. Strange
PO Box 61
Bakersfield CA 93302
, 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
Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #1	1440 Truxtun Avenue Bakersfield CA 93301	Four Percent (4%)

157818

RECORDED December 27, 1976 9:00 A M
IN BOOK 53 Oil & Gas Lse PAGE 443
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Four Percent (4%)

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

T. 35 N., R. 112 W., 6th Prin. Mer.
Sec. 6: Lots 3, 4, 5, SE¼NW¼, NE¼SW¼

Containing 199.25 acres, more or less.

WITNESS our hands this 10th day of December, 19 76

Witnesses:

C. E. Strange

C. E. Strange

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 10th day of December, 19 76, 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

Notary Public

443

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness:

Assignee:

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

as to Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #1

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

..... as to BENEFICIARIES OF TRUST

..... as to Charles E. Strange
Charles E. Strange Jr.

..... as to
Dale Strange

..... as to
G. R. Strange

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

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

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

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

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

[redacted]ASSIGNMENT OF OVERR[redacted]G ROYALTY AFFECTING[redacted]

UNITED STATES OIL AND GAS LEASE W 29415

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That C. E. Strange
PO Box 61
Bakersfield CA 93302
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
Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #1	1440 Truxtun Avenue Bakersfield CA 93301	One and One-Half Percent (1½%)

157819

RECORDED December 27, 1976 9:00 A.M
IN BOOK 53 Oil & Gas Lse PAGE 445
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Being in all a total of an undivided One and One-Half Percent (1½%) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T. 35 N., R. 114 W., 6th Prin. Mer.

Sec. 30: Lots 1, 2, 3, 4, E½W½, SE¼

Containing 467.24 acres, more or less.

WITNESS our hands this 10th day of December, 19 76

Witnesses:

C. E. Strange

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 10th day of December, 19 76, 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. SUCK
NOTARY PUBLIC — CALIFORNIA
BOND FILED IN
KERN COUNTY
MY COMMISSION EXPIRES OCTOBER 2, 1977

Notary Public

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness: Assignee:

..... as to Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #1

..... as to BENEFICIARIES OF TRUST

..... as to Charles E. Strange
Charles E. Strange Jr.

..... as to
Dale Strange

..... as to
G. R. Strange

..... as to

..... as to

..... as to

..... as to

..... as to

[redacted] ASSIGNMENT OF OVERR[redacted]G ROYALTY AFFECTING [redacted]

UNITED STATES OIL AND GAS LEASE W 40146

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That C. E. Strange
PO Box 61
Bakersfield CA 93302
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
Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #1	1440 Truxtun Avenue Bakersfield CA 93301	One Percent (1%)

157820

RECORDED December 27, 1976 2:00 P.M.
IN BOOK 53 Oil & Gas Lse PAGE 447
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Denton

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

T. 36 N., R. 113 W., 6th Prin. Mer.

Sec. 13: E½

Sec. 14: W½

Sec. 24: W½

Containing 960.00 acres, more or less.

WITNESS our hands this 10th day of December, 19 76

Witnesses:

C. E. Strange

C. E. Strange

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 10th day of December, 1976, 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

447

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness:

Assignee:

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

as to Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #1

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

as to BENEFICIARIES OF TRUST

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

as to Charles E. Strange
Charles E. Strange Jr.

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

as to Dale Strange

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

as to G. R. Strange

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

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

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

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

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

[redacted]ASSIGNMENT OF OVERRI[redacted] ROYALTY AFFECTING [redacted]

UNITED STATES OIL AND GAS LEASE W 22098

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That C. E. Strange
PO Box 61
Bakersfield CA 93302
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
Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #1	1440 Truxtun Avenue Bakersfield CA 93301	One and One-Half Percent (1½%)

157821

RECORDED December 27, 1976 9:00 A.M
IN BOOK 53 Oil & Gas Lse PAGE 449
FEES $4.50 Lois J. Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Being in all a total of an undivided One and One-Half Percent (1½%) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T. 36 N., R. 114 W., 6th Prin. Mer.
Sec. 16: SE¼NE¼, W½W½, W½E½SE¼NW¼, W½SE¼NW¼, W½E½NE¼SW¼, SE¼SE¼NE¼SW¼, W½NE¼SW¼, SE¼SW¼, NE¼SE¼, S½SE¼
Sec. 17: E½
Sec. 21: NE¼NE¼, N½NW¼, SW¼NW¼, SE¼SW¼, SE¼

Containing 1102.50 acres, more or less.

WITNESS our hands this 10th day of December, 1976.

Witnesses:

C. E. Strange

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 10th day of December, 1976, 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

419

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness:

Assignee:

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

as to Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1974 TRUST #1

..... as to BENEFICIARIES OF TRUST

..... as to Charles E. Strange Jr.
Charles E. Strange Jr.

..... as to Dale Strange
Dale Strange

..... as to G. R. Strange
G. R. Strange

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

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

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

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

[redacted]ASSIGNMENT OF OVERRI[redacted] ROYALTY AFFECTING [redacted]

UNITED STATES OIL AND GAS LEASE W 30982

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That C. E. Strange
PO Box 61
Bakersfield CA 93302
, 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
Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #1	1440 Truxtun Avenue Bakersfield CA 93301	One and One-Half Percent (1½%)

157822

RECORDED December 27, 1976 9:00 A.M
IN BOOK 53 Oil & Gas Lse PAGE 451
FEES $5.00 Lois J. Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Being in all a total of an undivided One and One-Half Percent (1½%) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T. 38 N., R. 114 W., 6th Prin. Mer.

Sec. 4: N½, N½S½, S½SW¼
5: E½
8: E½
9: W½
17: NE¼
20: NE¼
29: E½

Containing 2144.00 acres, more or less.

WITNESS our hands this 10th day of December, 19 76

Witnesses:

C. E. Strange

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 10th day of December, 19 76, personally appeared C. E. Strange

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

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

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

My Commission Expires

Notary Public

451

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness: Assignee:

..... as to Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #1

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

..... as to BENEFICIARIES OF TRUST

..... as to Charles E. Strange Jr.

..... as to Dale Strange

..... as to G. R. Strange

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

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

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

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

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

[redacted] ASSIGNMENT OF OVERR[redacted] ROYALTY AFFECTING [redacted]

UNITED STATES OIL AND GAS LEASE W 29926

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That C. E. Strange
P O Box 61
Bakersfield CA 93302
, 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
Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1975 TRUST #1	1440 Truxtun Avenue Bakersfield CA 93301	One and One-Half Percent (1½%)

157823

RECORDED December 27, 1976 9:00 A M
IN BOOK 53 Oil & Gas Lse PAGE 453
FEES $ 4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Being in all a total of an undivided One and One-Half Percent (1½%) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T. 38 N., R. 114 W., 6th Prin. Mer.
Sec. 17: SW¼
Sec. 20: W½
Sec. 29: W½

Containing 800.00 acres, more or less.

WITNESS our hands this 10th day of December, 19 76

Witnesses:

C. E. Strange

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 10th day of December, 1976, 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

Notary Public

453

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness:

Assignee:

..... as to Bank of America N.T.&S.A. as Trustee of the CHARLES E. STRANGE 1976 TRUST #1

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

..... as to BENEFICIARIES OF TRUST

..... as to Charles E. Strange Charles E. Strange Jr.

..... as to Dale Strange

..... as to G. R. Strange

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

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

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

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

NORTHWEST PIPELINE CORPORATION

TO Petroleum, Inc.
The R. H. Garvey Building #800
300 West Douglas
Wichita, Kansas 67201

MEMORANDUM
DATED:
FILED:
RECORDED:

MEMORANDUM GIVING NOTICE OF GAS PURCHASE CONTRACT

STATE OF

COUNTY OF

WHEREAS, NORTHWEST PIPELINE CORPORATION ("Northwest") and PETROLEUM, INC., as Seller, made and entered into a certain Gas Purchase Contract, dated, NOVEMBER 1, 1976, (the "Gas Purchase Contract") providing for the sale by Seller to Northwest of gas to be produced and saved from the Seller's properties in Sublette County, Wyoming, described in Exhibit "A" attached hereto and made a part hereof (which Exhibit "A" hereto is a copy of the Exhibit "A" attached to the Gas Purchase Contract) for a term and upon the terms and conditions set out in the Gas Purchase Contract; and,

WHEREAS, it is the desire of Seller and Northwest, as parties to the Gas Purchase Contract, to acknowledge its existence in recordable form:

NOW, THEREFORE, the undersigned Seller named in the Gas Purchase Contract and Northwest do hereby:

1. Acknowledge the execution of the Gas Purchase Contract as set out above;

2. Refer to the Gas Purchase Contract for all its terms and provisions and incorporate the same by reference as fully as if it were copies at length herein; and,

3. Acknowledge that Exhibit "A" attached to this instrument is the same as that described in and attached to the Gas Purchase Contract and that Seller's interest in said leases and properties is dedicated to the Gas Purchase Contract to the extent set out in said Contract.

157833

RECORDED December 28, 1976 9:00 AM
IN BOOK 53 Oil & Gas Lse PAGE 455
FEE $7.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Denton

This Memorandum shall not be deemed to enlarge, restrict or change the rights of any of the parties to said Gas Purchase Contract, but is for the purpose of giving record notice of the existence of the Contract in lieu of recording it at length.

EXECUTED in multiple copies, each of which may be used as an original, this 1st day of December 1976.

ATTEST:

Barbara Moreno
ASSISTANT SECRETARY

NORTHWEST PIPELINE CORPORATION

By R. W. Beeler
NVP

ATTEST:

Dorothy M. Enright
Assistant Secretary

PETROLEUM, INC.

By John E. McLeland
John E. McLeland
Vice Pres. - Prod.

STATE OF UTAH

COUNTY OF SALT LAKE

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared R. H. Heuer, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Northwest Pipeline Corporation, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day of December, 1976.

Dorothy Fenton
Notary Public
Residing at

My Commission expires April 20, 1978

STATE OF Kansas

COUNTY OF Sedgwick

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared John E. McAdam, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Petroleum Inc, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of November, 1976.

Jan M. Penner
Notary Public
Residing at

My Commission expires Jan M. Penner, Notary Public
Sedgwick County, Kansas
My Appointment Exp. Nov. 12, 1979

EXHIBIT A

GAS PURCHASE CONTRACT

DATED NOVEMBER 1, 1976

between

NORTHWEST PIPELINE CORPORATION

and

PETROLEUM, INC.

ription	County and State	Gross Acres	Interest	Net Acres	Lease Expiration Date
	Sublette County, Wyoming	428.71	12.5%	53.58875	
tion 17-28N-114W SW/4, W/2 SE/4					
tion 20-28N-114W N/2 NW/4, NW/4 NE/4					

Note: Committment limited to the base of the Frontier Formation

NORTHWEST PIPELINE CORPORATION

TO: BRINKERHOFF DRILLING COMPANY, INC.
#600 Denver Club Building
Denver, Colorado 80202

MEMORANDUM
DATED:
FILED:
RECORDED:
RECORDED:

MEMORANDUM GIVING NOTICE OF GAS PURCHASE CONTRACT

STATE OF WYOMING

COUNTY OF SUBLETTE

WHEREAS, NORTHWEST PIPELINE CORPORATION ("Northwest") and BRINKERHOFF DRILLING COMPANY, INC., as Seller, made and entered into a certain Gas Purchase Contract dated , (the "Gas Purchase Contract") providing for the sale by Seller to Northwest of gas to be produced and saved from the Seller's properties in Sublette County, Wyoming, described in Exhibit "A" attached hereto and made a part hereof (which Exhibit "A" hereto is a copy of the Exhibit "A" attached to the Gas Purchase Contract) for a term and upon the terms and conditions set out in the Gas Purchase Contract; and,

WHEREAS, it is the desire of Seller and Northwest, as parties to the Gas Purchase Contract, to acknowledge its existence in recordable form:

NOW, THEREFORE, the undersigned Seller named in the Gas Purchase Contract and Northwest do hereby:

1. Acknowledge the execution of the Gas Purchase Contract as set out above;

2. Refer to the Gas Purchase Contract for all its terms and provisions and incorporate the same by reference as fully as if it were copies at length herein; and,

3. Acknowledge that Exhibit "A" attached to this instrument is the same as that described in and attached to the Gas Purchase Contract and that Seller's interest in said leases and properties is dedicated to the Gas Purchase Contract to the extent set out in said Contract.

157834

RECORDED December 28, 1976 9:00 A.M.
IN BOOK 53 Oil & Gas Lse PAGE 459
FEE $7.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

This Memorandum shall not be deemed to enlarge, restrict, or change the rights of any of the parties to said Gas Purchase Contract, but is for the purpose of giving record notice of the existence of the Contract in lieu of recording it at length.

EXECUTED in multiple copies, each of which may be used as an original, this 24th day of November 1976.

ATTEST:

Barbara Moreno
ASSISTANT SECRETARY

NORTHWEST PIPELINE CORPORATION

By R. W. Keener
Vice-President

Approved as to form
O. G. C.

ATTEST:

J. L. Jackson
J. L. JACKSON, ASSISTANT SECRETARY

BRINKERHOFF DRILLING COMPANY, INC.

By M. H. Brinkerhoff
M. H. BRINKERHOFF, VICE PRESIDENT

STATE OF Utah

COUNTY OF Salt Lake

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Rod Dawson, 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 and deed of Northwest Pipeline Corporation, a corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 2nd day of December, 1976.

Dorothy Serbousek
Notary Public
Residing at

My Commission Expires April 20, 1978

STATE OF COLORADO

COUNTY OF DENVER

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared M. H. Brinkerhoff, 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 and deed of Brinkerhoff Drilling Company, Inc., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 24th day of November, 1976.

Judith A. Kerchen
Notary Public
Residing at Denver, Colorado

My Commission Expires May 2, 1979

EXHIBIT A

GAS PURCHASE CONTRACT

DATED November 24, 1976

between

NORTHWEST PIPELINE CORPORATION

and

BRINKERHOFF DRILLING COMPANY, INC.

Description	County and State	Gross Acres	Interest	Net Acres	Lease Expiration Date
T-33N, R-114W Sec. 33: All	Sublette Co. Wyoming	640.00	All*		

*Brinkerhoff Drilling Company, Inc.'s interest in Section 33 is 50% before payout and 25% after payout.

[redacted] ASSIGNMENT OF [redacted] TING RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned DAVIS OIL COMPANY, a Partnership, with offices at 1100 Metrobank Building, 475 Seventeenth Street, Denver, Colorado 80202, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00) and other good and valuable consideration, receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto:

BAER, HINTZE, RIGBY & ASSOCIATES
1628 West, 1050 North
Provo, Utah 84601

hereinafter called "Assignee", an undivided 15% Interest subject to the provisions hereinafter set forth, in and to the operating rights under the following described oil and gas leases INSOFAR AND ONLY INSOFAR AS IT COVERS OPERATING RIGHTS FROM THE SURFACE OF THE EARTH DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 5,100 FEET AS ENCOUNTERED IN DAVIS OIL COMPANY'S DAVIS-RESERVE-STROOCK #1 MICKELSON WELL LOCATED IN THE NW¼NW¼ SECTION 22, TOWNSHIP 30 NORTH, RANGE 112 WEST, SUBLETTE COUNTY, WYOMING.

D-6621 Oil and Gas Lease dated January 5, 1973, from James Francis Mickelson, et ux, as Lessor, to Thomas F. Stroock, as Lessee, recorded in Book 48 at Page 643, INSOFAR AND ONLY INSOFAR AS said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 30 North, Range 112 West, 6th P.M.
Section 10: S½, S½NW¼
Section 14: SW¼, S½NW¼, NW¼NW¼
Section 15: E½
Section 23: NW¼, N½SW¼

D-6622 Oil and Gas Lease dated April 5, 1973, from James Francis Mickelson, et ux, as Lessor, to Thomas F. Strook, as Lessee, recorded in Book 49 at Page 279, INSOFAR AND ONLY INSOFAR AS said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 30 North, Range 112 West, 6th P.M.
Section 15: NE¼NW¼, S½NW¼, SW¼
Section 21: NE¼NE¼
Section 22: N½NW¼, SW¼NW¼, NE¼, N½SE¼

D-6623 Oil and Gas Lease dated January 5, 1973, from Kenneth Guio, aka Kenneth H. Guio, et ux, as Lessor, to Thomas F. Stroock, as Lessee, recorded in Book 48 at Page 637 INSOFAR AND ONLY INSOFAR AS said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 30 North, Range 112 West, 6th P.M.
Section 22: S½S½, NE¼SW¼, SE¼NW¼
Section 23: S½SW¼
Section 26: E½W½, NW¼NW¼
Section 27: N½NE¼

D-6624 Oil and Gas Lease dated June 6, 1973, from Helen E. Bray, a widow, as Lessor, to Thomas F. Stroock, as Lessee, recorded in Book 49 at Page 369, INSOFAR AND ONLY INSOFAR AS said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 30 North, Range 112 West, 6th P.M.
Section 26: SW¼NW¼, NW¼SW¼, SW¼SW¼
Section 27: S½NE¼, N½SE¼, SE¼SE¼
Section 34: N½NE¼, E½NW¼

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE ABOVE INTERESTS ASSIGNED SHALL BEAR THEIR PROPORTIONATE SHARE OF LANDOWNER'S ROYALTY AND A FULL BURDEN OF .525% OVERRIDING ROYALTY INTEREST.

464

IN THE EVENT Assignee deisres to surrender said lease as to all or any part of the acreage covered hereby, said Assignee agrees to notify Assignor at least thirty (30) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should Assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee, without additional burdens, prior to the anniversary date of the lease.

IT IS UNDERSTOOD AND AGREED that this Assignment of Operating Rights is made without warranty of title either express or implied.

EXECUTED this 8th day of October, 1976.

DAVIS OIL COMPANY, a Partnership

By _____
Paul Messinger, Attorney in Fact

STATE OF COLORADO)
: SS.
CITY & COUNTY OF DENVER)

On this 8th day of October, 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 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
June 4, 1980.

157967

RECORDED January 5 1977 8:00 A.M.
IN BOOK 53 Oil & Gas Lse PAGE 463
FEES $5.50 Lois J. Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Form 88 — (Producers)
Kan., Okla. & Colo. 1962 Rev. B W

OIL AND GAS LEASE

TATLOCK'S
A DIVISION OF GTE (USA)
1640 COURT PLACE, RM. 205
DENVER, COLORADO 80202

THIS AGREEMENT made this 30th day November, 19 76, between
JOSEPH L. BUDD & HELEN BUDD TANNER
Big Piney, Wyoming
of
(Post Office Address)
herein called lessor (whether one or more), and BETA EXPLORATION, INC. lessee:

1. Lessor, in consideration of -----Ten & 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:

Township 30 North, Range 114 West
Sec. 8: E/2 SE/4
Sec. 9: SE/4, S/2 SW/4
Sec. 15: S/2 NW/4
Sec. 16: NE/4 NW/4, NW/4 NE/4, E/2 NE/4

In ~~XXXXXX~~, ~~XXXXXX~~, ~~XXXX~~, and containing 560.00 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 ~~ten (10)~~ five (5) years 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 One Thousand One-Hundred Twenty & No/100 Dollars ($ 1,120.00) 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~~ T & To Helen Budd Tanner ~~Bank of~~ T & To Joseph L. Budd, 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 hiers, 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 by 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 supension 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 agrees 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 separate 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 by said release or releases.~~

Further, lessee and lessee's successors and assigns agree to surrender this lease to lessor at the end of the primary term provided that production has not been obtained from this lease or from a participating area which includes all or a portion of this lease.

IN WITNESS WHEREOF, we sign the day and year first above written.

WITNESSES:

Joseph L. Budd

Joseph L. Budd

Joseph L. Budd

Helen Budd Tanner

Helen Budd Tanner

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 30th day of November, 19 76, personally appeared Joe L. Budd aka Joseph L. Budd and Helen Budd Tanner

County Clerk
Sublette
My Commission Expires Dec 17, 1977

to me known to be the identical persons, described in and who executed 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 ..... Helen L. Collins
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, ...

157983

This instrument was filed for record on the 5th day of December, 1977 at 11:00 o'clock A.M., and duly recorded in Volume 53 Oil & Gas Page 465

of the records of this office.

Ella G. Walker
County Clerk.

By Marilyn Bruhn
Deputy.

When recorded return to

[redacted] ASSIGNMENT OF OVERRIDING ROYALTY INTEREST [redacted]

KNOW ALL MEN BY THESE PRESENTS: That, the undersigned, BETA EXPLORATION, INC., 501 Denver Club Building, 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 parties in the following proportions:

Ernest E. Heiser .01 (1%)
Violet M. Heiser .04 (4%)

(hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, being in all a total of an undivided .05 (5%) 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:

Lessor: Joseph L. Budd & Helen Budd Tanner
Lessee: Beta Exploration, Inc.
Dated: November 30, 1976
Recorded:
Lands covered (insofar as said lands are the subject of this assignment):

Township 30 North, Range 114 West
Section 8: E/2 SE/4
Section 9: SE/4, S/2 SW/4
Section 15: S/2 NW/4
Section 16: NE/4 NW/4, NW/4 NE/4, E/2 NE/4

containing 560.00 acres, more or less in Sublette County, Wyoming

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

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.

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.

All payments accruing to Assignee hereunder shall be less any and all taxes levied or assessed against said overriding royalty or the production by which the same is determined, including the so-called gross production or severance taxes, which may be authorized or required by law to be deducted and paid for the account of Assignee.

In the event the above described lease covers less than the entire undivided fee simple mineral estate in the lands therein described, then the overriding royalty interest herein conveyed shall be reduced proportionately.

This assignment of overriding royalty is made without warranty of title, either express or implied, and is effective the date of first sale of oil or gas.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest this 8th day of December, 1976.

ATTEST:

W. C. Burns, Assistant Secretary

BETA EXPLORATION, INC.

By _____
M. H. Brinkerhoff, Vice President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 8th day of December, 1976, by M. H. Brinkerhoff, as Vice President of Beta Exploration, Inc., a Colorado corporation.

Witness my hand and notarial seal.

My Commission expires: 10-31-78

_____
Notary Public

[illegible] January 10, [illegible]
[illegible]
[illegible]
by Marilyn Sinton

(illegible)
Lessor(s)
Lessee
Date of Lease:
Acres (illegible)

RELEASE OF OIL & GAS (illegible)

AS TO ALL OF U.S. LAND (illegible)

Ina Wakefield, the present owner of United States Oil and Gas Lease, Serial Number W-0316(?), issued under the Act of February 25, 1920 (41 Stat. L.), as amended, which lease is shown in the records provided by law for the recording of instruments relating to said property in Sublette County, State of Wyoming, in Book 49, on Page 411, said lease covering the following described land in said Sublette County, State of Wyoming, to-wit:

Township 33 North, Range 115 West, 6th P.M.
Section 2: N½

Township 30 North, Range 115 West, 6th P.M.
Section 2: Lots 1, 2, 3, 4, S½N½, S½
Section 10: N½
Section 11: N½, SW¼
Section 15: E½
Section 21: E½
Section 23: W½
Section 25: W½

158150

RECORDED January 19, 1972 8:20 A.M.
IN BOOK 53 of Misc. Rec. PAGE 415
FEES $4.00 Lee J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Barton

now hereby surrender and release the same.

All monies due and payable to workmen employed on the leased premises above described have been paid.

IN WITNESS WHEREOF, This instrument is executed this 17th day of December, 1971.

Certificate of Authority of Attorney-in-Fact to execute oil and gas lease is on file in office.

WORK CONFIRMATION

M. V. Hankinson

R. W. Pate
transaction O.K.
O. K. as to form
Instrument verified by

MICHIGAN-MISSOURI-WYOMING
P. O.
Pinedale, Wyoming

27A

STATE OF TEXAS } SS.
COUNTY OF HARRIS }

MICHIGAN-MISSOURI-WYOMING ACKNOWLEDGMENT
(ATTORNEY IN FACT)

On this 17th day of December, 1971, before me appeared M. V. Hankinson, to me personally known, who, being by me sworn, did say that he is attorney in fact for MXXCO CORPORATION, and that the foregoing instrument was executed by him as such attorney in fact by authority of its Board of Directors, and said M. V. Hankinson acknowledged the execution of said instrument as the free act and deed of said corporation.

In witness whereof, I have hereunto set my hand and seal the day and year last above written.

Notary Public

My commission expires:

[redacted] [redacted] [redacted]

Book 101

RECORDED January 10, 1977 8:00 A.M.
IN BOOK 53 Miscellaneous RECORDS
RECORDS of Sheridan COUNTY
SHERIDAN COUNTY, SHERIDAN, WYOMING
Cecil Whitehead Clerk

CONVEYANCE OF OIL AND GAS PROPERTIES

THIS CONVEYANCE is dated as of December 15, 1976, between FRANKLIN, ASTON & FAIR, LTD., a New Mexico limited partnership, P. O. Box 1090, Roswell, New Mexico, 88201 (hereinafter referred to as "Assignor"), and HOLLY ENERGY, INC., a California corporation, 2001 Bryan Tower, Dallas, Texas, 75201, and READ & STEVENS, INC., a Delaware corporation, P. O. Box 2126, Roswell, New Mexico, 88201 (hereinafter collectively referred to as "Assignees").

W I T N E S S E T H:

1. Conveyance.

1.1 Assignor, for valuable consideration to it in hand paid by Assignees, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver, effective September 1, 1976, at 7:00 A.M., determined as to each locality in accordance with the time then generally observed in such locality, unto Assignees, in the proportions of 7/8ths to Holly Energy, Inc., and 1/8th to Read & Stevens, Inc., and unto Assignees' successors and assigns, the following:

a) The interests in oil and gas leases, the leasehold, fee and mineral interests, the royalty and overriding royalty interests, the payments out of production, the operating rights and the other interests which are specifically described in Exhibits A, B and C attached hereto and made a part hereof (hereinafter collectively referred to as the "Exhibits"); subject, however, to the restrictions, exceptions, reservations, conditions, limitations, existing royalties, overriding royalties, production payment interests, burdens on production and other matters, if any, set forth or referred to in the specific descriptions of said interests in the Exhibits;

b) All of the grantors' right, title and interest in, to and under, or derived from:

(i) all of the presently existing and valid unitization, communitization and pooling agreements and the properties and the interests created thereby (including, without limitation, all units formed under orders, regulations, rules or other official acts of any governmental body or agency having or purporting to have jurisdiction),

(ii) all of the presently existing and valid oil, casinghead gas and gas sales purchase agreements, and

(iii) all other contracts, agreements and instruments,

which are described or referred to in the Exhibits or which relate to any of the properties and interests specifically described in the Exhibits (or properties unitized, communitized or pooled therewith) or to the production of oil, gas and other hydrocarbon substances from or attributable to said interests;

c) Without limiting the foregoing, but subject in each case to the depth limitations, if any, specified in the Exhibits, all of the Assignor's right, title and interest (whether now owned or hereafter acquired by operation of law or otherwise) in and to the lands specifically described in the Exhibits and in, to and under, or derived from, all interests in oil and gas leases, the leasehold, fee and mineral interests, the royalty and overriding royalty interests, the payments out of production, the operating rights, and other interests of whatsoever character, insofar as the same cover or relate to said lands, even though Assignor's interest in any specific portion of said lands, and said interests in oil and gas leases, leasehold, fee and mineral interests, royalty and overriding royalty interests, payments out of production, operating rights, and other interests be incorrectly described or referred to in or a description of such interests be omitted from, the Exhibits;

d) All oil and liquid hydrocarbons in storage at 7:00 A.M. on September 1, 1976, all personal property, improvements, easements, permits, licenses, servitudes, and rights of way situated upon or used or useful or held for future use in connection with the exploration, development, or operation of the interests described in the Exhibits or the production, treating, storing, or transportion of oil, gas and other hydrocarbon substances, including, but not by way of limitation, wells, casing, tubing, derricks, pumps, flow lines, gas lines, water lines, salt water disposal facilities, tanks, separators, buildings, machinery equipment, roads and other appurtenances situated on the interests described in the Exhibits or lands unitized therewith or which are used in connection with hydrocarbon operations on the interests described in 1 a), b), and c) above, or lands unitized therewith.

1.2 The properties and interests referred to in 1.1 a), b), c), and d) above will hereinafter be referred to as the "Subject Interests." The term "Subject Interest" when used with reference to any particular one of the Subject Interests shall mean and include i) such Subject Interest as the same may be enlarged or diminished by the provisions of any contract, agreement or other instrument described in the Exhibits or by the removal of any charges or encumbrances to which said Subject Interest is subject, ii) any and all renewals and extension of such Subject Interest, iii) all contracts and agreements supplemental to or amendatory of or in substitution for the contracts and agreements described in subdivisions b) and c) above, insofar as the same relate to such Subject Interest, and iv) all rights, titles and interests accruing or attributable to such Subject Interest by virtue of its being included in any unit.

TO HAVE AND TO HOLD the Subject Interests unto Assignees, its successors and assigns, forever.

2. Assignments on Approved Forms. With respect to oil and gas leases which, or interests in which, are included in the Subject Interests from the United States of America or from one or more States or agencies thereof, separate assignments on approved forms may be executed by the Assignor to the Assignees in sufficient counterparts to fulfill applicable statutory and regulatory requirements and said assignments, although unqualified in form and not specifically containing all of the terms and provisions hereof, shall nevertheless be deemed to contain all of the terms, provisions, warranties, remedies, powers and privileges set forth in this conveyance as fully to all intents and purposes as though the same were set forth at length in such separate assignments.

3. Further Assurances. Assignor shall execute and deliver all such other instruments, notices, division or transfer orders, releases, acquittances, and documents and will do all such other acts and things as may be necessary more fully to assure Assignees, its successors and assigns, all of the respective rights, titles, interests, estates, remedies, powers, and privileges herein and hereby granted, bargained, sold, conveyed, assigned and delivered or intended so to be.

4. Warranty of Title. Assignor hereby binds itself to warrant and forever defend title to all and singular the Subject Interests unto Assignees, its successors and assigns, against every person whomsoever lawfully claiming or who may claim the same or any part thereof. This Conveyance is made with full substitution and subrogation of the Assignees in and to all covenants and warranties heretofore given or made by others in respect of the Subject Interests or any part thereof.

5. Successors and Assigns. All of the covenants and agreements of Assignor shall be deemed to be covenants running with the land and shall inure to the benefit of and be binding upon the respective successors and assigns of Assignor and Assignees.

IN WITNESS WHEREOF, Assignor has caused this Conveyance to be duly executed on the date of acknowledgment annexed hereto in several counterparts (one of which, with all property descriptions included in the Exhibits, is on file in the office of Assignee Holly Energy, Inc. at its offices located in Dallas, Texas), each of which is an original and all of which are identical, except that, to facilitate recordation, there are omitted from certain counterparts those exhibits or those property descriptions therein, which contain specific descriptions of property located in recording jurisdictions other than the jurisdiction in which the particular counterpart is to be recorded. Each of the counterparts hereof so

executed shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same conveyance.

FRANKLIN, ASTON & FAIR, LTD.

By: _____
Tom P. Stephens

By: _____
Rogers Aston

"Comprising all of the General Partners"

STATE OF NEW MEXICO)
: ss.
COUNTY OF CHAVES)

Be it remembered, that, I, the undersigned, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on the day and year set forth at the end of this acknowledgment, there personally appeared before me TOM P. STEPHENS and ROGERS ASTON, being the only general partners of FRANKLIN, ASTON & FAIR, LTD., a New Mexico limited partnership.

(COLORADO) The foregoing instrument was acknowledged before me this date by each such person, as a general partner of said limited partnership.

(KANSAS)
(KENTUCKY)
(NEW MEXICO) The foregoing instrument was acknowledged before me this date by each such person, a general partner of said limited partnership, on behalf of said limited partnership.

(MONTANA) Before me personally appeared each such person, each of whom is known to me to be a general partner of the limited partnership that executed the within instrument on behalf of such limited partnership, and acknowledged to me that such limited partnership executed the same.

(NORTH DAKOTA) Before me personally appeared each such person, each of whom is known to me to be a general partner of the limited partnership described in and that executed the within instrument, and acknowledged to me that such limited partnership executed the same.

(SOUTH DAKOTA) Before me personally appeared each such person, each of whom acknowledged himself to be a general partner of said limited partnership, and that they, as such general partners, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by themselves as general partners.

(TEXAS) Before me personally appeared each such person, each of whom is known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the general partners of said limited partnership, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and as the act of said limited partnership.

(UTAH) Before me personally appeared each such person who, being by me duly sworn, did say that he is a general partner of the limited partnership and that said instrument was signed on behalf of said limited partnership by authority of its Certificate and the consents of all general and limited partners, and said persons acknowledged to me that such limited partnership executed the same.

(WYOMING) The foregoing instrument was acknowledged before me this date by such persons.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal in the City of Roswell, County of Chaves, State of New Mexico, this 19th day of March, 1976.

Notary Public in and for
Chaves County, New Mexico

My commission expires:
[illegible] 22, 1977

PREFACE

This preface is an integral part of Exhibits "A", "B" and "C" (the "Exhibits"), which contain the specific descriptions of the Subject Interests which are referred to in the foregoing instrument. Exhibit "A" describes producing or producible, as of September 1, 1976, Subject Interests located in the States of Colorado, Kansas, Kentucky, New Mexico, North Dakota, Texas and Wyoming (the "Producing States"). Exhibit "B" describes non-producing, as of September 1, 1976, Subject Interests located in the Producing States and in Montana, Utah and South Dakota. Exhibit "C" describes contract rights entitling the holder to an interest in the Subject Interests located in Utah and North Dakota. The descriptions in the Exhibits are arranged in alphabetical order of the states in which the Subject Interests are located, and the descriptions of properties in a particular state are arranged in alphabetical order of the counties in which the properties are located, with a separate grouping for any Subject Interest located in more than one county.

The Subject Interests described in the Exhibits include, and/or are subject to, certain assignments, contracts, agreements and other instruments set forth immediately following the description of a Subject Interest or in a "Complementary Schedule" following the description of the Subject Interests in each county. The description of or references to assignments, contracts, agreements or other instruments in the Exhibits shall not operate to subject any Subject Interest to any such assignment, contract, agreement or other instrument except to the extent that any such documents are valid and presently subsisting with respect to such Subject Interest; nor shall the reference to any such assignment, contract, agreement or other instrument be deemed to constitute a recognition by the parties to this instrument that any such document so referred to is valid except to the extent that such document is presently in force and effect. The Subject Interests are subject to any and all valid and presently subsisting easements and rights-of-way, either of record or on the ground.

For the purposes of these Exhibits, the terms:

"Net Revenue Interest" shall mean the share of all (8/8ths) of the oil or gas produced and saved from the lands covered thereby that accrues to a Subject Interest, after deducting all applicable royalties, overriding royalties, production payments and other burdens on production, computed without taking into consideration the effect of any applicable pooling, communitization or unitization agreement or order by an applicable regulatory commission.

"Lease Net Revenue Interest" shall mean the share of all (8/8ths) of the oil or gas that accrues to the leasehold estate (not the lands) described in the Subject Interest, after deducting all royalties,

overriding royalties, production payments and other burdens on production that are properly chargeable against the leasehold estate described in the Subject Interest, computed without taking into consideration the effect of any applicable pooling, communitization or unitization agreement or order by an applicable regulatory commission.

"Unit" or "Unitized Net Revenue Interest" shall mean that share of all (8/8ths) of the oil or gas that is produced and saved from the lands covered thereby that accrues to a Subject Interest by virtue of the Subject Interest's being included in a pooling, communitization or unitization agreement or order of applicable regulatory authority.

In the case of a Subject Interest in which there is included an interest in an oil and gas lease or leases issued by the United States or by a state, which provides for a step-scale or sliding-scale royalty, the Net Revenue Interest has been computed on the basis of the minimum royalty rate. The percentage shown opposite or following the Net Revenue Interest, Lease Net Revenue Interest or Unit Net Revenue Interest, shall in no wise diminish, restrict or limit any Subject Interest described in these Exhibits and conveyed, assigned or mortgaged by the foregoing instrument or serve to enlarge the warranty of the assignor or mortgagor.

Without limiting the foregoing, the Subject Interest shall be deemed to include all of the assignor's or mortgagor's (that are parties to the foregoing instrument) right, title and interest in and to the lands specifically described in the Exhibits, even though the interests in said lands be incorrectly described in, or a description of such interests be omitted from, the Exhibits, and all of said assignor's or mortgagor's right, title and interest in, to and under or derived from, oil and gas leases and farmin agreements, and all interests of whatsoever character, insofar as the same cover or relate to said lands, and even though said interests be incorrectly described in, or a description thereof be omitted from, the Exhibits.

EXHIBIT "D"

SUBLETTE COUNTY, WYOMING

The entire interest in United States Oil and Gas Lease W-47817 dated November 1, 1974, to Robert B. Gates, insofar as it covers:

Township 27 North, Range 111 West, 6th P.M.

Section 24: SW/4

containing 160 acres, more or less.

Said lease is subject to royalties, overriding royalties, production payments and other obligations payable out of production, not exceeding 16.5% of all production.

Net Revenue Interest: 83.5%

GENERAL CONVEYANCE, ASSIGNMENT AND TRANSFER

OF OIL, GAS AND MINERAL PROPERTIES

FROM

RESERVE OIL AND GAS COMPANY,

A CALIFORNIA CORPORATION,

TO

RESERVE OIL, INC.,

A DELAWARE CORPORATION.

Effective as of January 1, 1977

158221

RECORDED January 14 19 77 7:00 A M
IN BOOK 53 O + G Lse PAGE 477
FEES $15.00 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Return recorded document to:

RESERVE OIL, INC.
Post Office Box 5568
Denver, Colorado 80217
Attention: William M. Foster, Esq.

GENERAL CONVEYANCE, ASSIGNMENT AND TRANSFER OF OIL, GAS AND MINERAL PROPERTIES

This General Conveyance, Assignment and Transfer of Oil, Gas and Mineral Properties, from RESERVE OIL AND GAS COMPANY, a California corporation, having its principal office at 550 South Flower Street, Los Angeles, California, 90071 (hereinafter called "Grantor"), to RESERVE OIL, INC., a Delaware corporation, having its principal office at 1200 Denver Center Building, 1776 Lincoln Street, Denver, Colorado, 80217 (hereinafter called "Grantee"),

WITNESSETH:

That Grantor, for and in consideration of the agreements and undertakings made by Grantor as hereinafter set forth and other valuable considerations, has Granted, Bargained, Sold, Conveyed, Assigned, Transferred, Set Over and Delivered, and by these presents does hereby Grant, Bargain, Sell, Convey, Assign, Transfer, Set Over and Deliver unto Grantee, its successors and assigns, forever, all and singular the oil, gas and mineral properties, assets and rights of Grantor situated in the States of Alabama, Arizona, Arkansas, California, Colorado, Florida, Idaho, Illinois, Indiana, Kansas, Louisiana, Mississippi, Montana, Nebraska, New Mexico, North Dakota, Oklahoma, South Dakota, Texas, Utah and Wyoming (except as hereinafter expressly excepted), including particularly, but without limiting the generality of the foregoing, all of the following types of property of Grantor located in each of said States:

(1) Fee lands, leasehold estates, reversionary interests and other interests and estates of every kind in real property, including oil, gas and mineral leasehold estates and leasehold estates in other minerals of every kind, mineral interests, royalty interests, overriding royalty interests, production payment interests, carried working interests, net profits interests, and all other interests payable out of or on account of or measured by oil, gas, other hydrocarbons and/or other mineral production, rights-of-way, easements, permits, licenses, servitudes, surface leases, gasoline plants, processing plants and other plants or interests therein, yards, buildings, office leases, warehouses and other structures;

(2) Personal property, fixtures, improvements and appurtenances located on or used or held for future use in connection with any of the properties or property interests described in Clause (1) above, including all oil wells, gas wells, water wells, disposal wells, injection wells, derricks, pumping units, pumps, casings, rods, tubing, wellhead equipment, separators, tanks, pipelines, flow lines, gathering lines, valves, fittings, supplies, loading racks, lease, field and plant equipment and accessories, oil, gas, other hydrocarbons, minerals and other products in storage (whether in surface tanks or underground), automobiles, trucks and other vehicular equipment, office furniture, fixtures, office supplies, inventories, goods, chattels, merchandise, equipment, tools, accessories and implements.

(3) All contracts and agreements of Grantor pertaining to any of the property or property interests described in Clauses (1) and (2) above, including without limitation all drilling contracts, dry-hole agreements, bottom-hole agreements, operating agreements, pooling agreements, unitization agreements, communitization agreements, farm-in agreements, farm-out agreements, gas purchase and sale contracts, division orders, transfer orders, insurance policies, performance bonds and other bonds, and other agreements and contracts and all benefits, rights or interests thereunder; and

(4) All deposits, claims, demands, actions, rights, causes of action and choses in action of every description, and all books, maps, plats, geological and geophysical data, well logs, papers, files, records, abstracts and other forms of personal property owned by Grantor pertaining or relating to the ownership, operation, development, exploration or maintenance of Grantor's oil, gas and mineral properties located in the States aforementioned; and all other rights, titles and interests of Grantor in and to all other property, real, personal or mixed, whether legal or equit-

able, vested or contingent, now owned or hereafter acquired by Grantor in the States aforementioned;

expressly excepting and excluding, however, from this General Conveyance, Assignment and Transfer the following specific properties, assets and rights (the "Excluded Assets"):

A. All of Grantor's cash on hand or in bank accounts;

B. All of Grantor's stocks, bonds and evidences of indebtedness;

C. All of Grantor's accounts receivable from others and accounts payable owing to others.

D. All fee lands, leasehold estates, reversionary interests and other interests and estates of every kind in real property located in San Bernardino County, Los Angeles County and Santa Barbara County (other than oil and gas leasehold interests in Santa Barbara County), California;

E. Those certain lands located in Kern County, California described as follows:

All of the Southwest Quarter (SW/4) of Section 27, Township 32 South, Range 37 East, MDB&M, according to Official Plat of the survey of said land on file in the Bureau of Land Management.

To Have and to Hold all and singular the said rights, properties and assets, together with all and singular the rights, hereditaments and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself and its successors to warrant and forever defend all and singular the aforedescribed rights, properties and assets into Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor and not otherwise. This General Conveyance, Assignment and Transfer is made with full substitution and subrogation of Grantee, its successors and assigns, in and to all covenants and warranties heretofore given or made in respect of the said properties, assets and rights transferred hereby, or any part thereof.

This General Conveyance, Assignment and Transfer is made by Grantor and accepted by Grantee subject to all valid and subsisting servitudes, licenses, easements and rights-of-way and all valid and subsisting duties, obligations, encumbrances, exceptions, limitations, burdens, contracts and agreements, and amendments of any thereof, pertaining to or affecting any of the assets, properties and rights herein conveyed, assigned and transferred; and as part of the consideration for this General Conveyance, Assignment and Transfer, Grantee hereby assumes and agrees to pay, perform and discharge all valid and subsisting claims, duties and obligations of Grantor as owner of the properties, assets and rights hereby transferred and to assume, perform and be bound by all of the contractual obligations of Grantor contained in any and all valid and subsisting contracts, agreements, leases and other instruments covering or affecting the properties, assets and rights transferred by this General Conveyance, Assignment and Transfer which accrue from and after the effective date hereof; and without limitation of the foregoing, Grantee assumes and agrees to discharge all documentary stamp taxes and all sales and excise taxes which may arise or be alleged to have arisen by reason of the conveyance, transfer, assignment and delivery of the properties, assets and rights transferred to Grantee hereunder.

In confirmation of this General Conveyance, Assignment and Transfer, Grantor has executed and delivered to Grantee specific conveyances and assignments of certain of its properties, assets and rights, and Grantor hereby covenants and agrees to and with Grantee, its successors and assigns, to procure, execute and deliver to Grantee, so long as Grantor is authorized by applicable law to do so, all such other and further instruments of conveyance, assignment or transfer, and all such notices, releases, acquittances and other documents, and to do or cause to be done all such other acts and things, as may be necessary or convenient more fully to convey, assign and transfer to and vest in Grantee all of the properties, assets and rights herein and hereby transferred, assigned and conveyed or intended so to be. Nothing herein contained shall be deemed to modify, limit or restrict the properties, assets and rights heretofore or hereafter conveyed, assigned and transferred to Grantee by any such specific conveyance and assignments.

For the convenience of the county clerks or recorders of any county or parish in the State of Illinois, Indiana, Oklahoma and Louisiana wherein a counterpart of this instrument is to be recorded, there is annexed to such counterpart as Exhibit A a description of the lands in such county or parish affected by the property interests transferred hereby; and to each counterpart of this instrument to be filed for recording in the State of Louisiana there is annexed to such counterpart as Exhibit B a true copy of the resolutions of the Board of Directors of Grantor authorizing the execution and delivery of this instrument.

This Conveyance is executed in multiple originals and shall be effective for all purposes at 12:01 A.M., on January 1, 1977, determined as to each locality in accordance with the time then generally observed in such locality.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Conveyance to be duly executed in numerous counterparts and their corporate seals affixed hereto on the respective dates reflected in their acknowledgments hereof, by their respective officers hereunto duly authorized.

Signed, Sealed, Executed and Acknowledged by Reserve Oil and Gas Company, in the presence of:

Peter Bosche, *Witness*

Ruth A. Aivaliotis, *Witness*

RESERVE OIL AND GAS COMPANY

By .....
William H. LeRoy, *Vice Precident*

ATTEST:

.....
William M. Foster, *Assistant Secretary*

Signed, Sealed, Executed and Acknowledged by Reserve Oil, Inc., in the presence of:

Peter Bosche, *Witness*

Ruth A. Aivaliotis, *Witness*

RESERVE OIL, INC.

By .....
J. Edouard Michaud, *Vice President*

ATTEST:

.....
Mary Jo Klingberg, *Assistant Secretary*

This instrument prepared by:
Fred L. Hamric, Attorney at Law
2300 Republic National Bank Bldg.
Dallas, Texas, 75201

THE STATE OF COLORADO }
CITY AND COUNTY OF DENVER }

BE IT REMEMBERED that I, VIRGINIA J. MILLER, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that on this 30th day of December, 1976:

(Alabama) I hereby certify that WILLIAM H. LEROY, whose name as Vice President of RESERVE OIL AND GAS COMPANY, a California corporation, is signed on the foregoing Conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

(Arizona) This instrument was acknowledged before me by WILLIAM H. LEROY, the Vice President of RESERVE OIL AND GAS COMPANY, a California corporation, on behalf of said corporation.

(Arkansas) Before me, the undersigned officer, personally appeared WILLIAM H. LEROY, who acknowledged himself to be the Vice President of RESERVE OIL AND GAS COMPANY, a California corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

(California) Before me personally appeared WILLIAM H. LEROY, known to me to be the Vice President of RESERVE OIL AND GAS COMPANY (a California corporation), the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to a resolution of its Board of Directors.

(Colorado) The foregoing instrument was acknowledged before me by WILLIAM H. LEROY, Vice President of RESERVE OIL AND GAS COMPANY, a California corporation, on behalf of said corporation.

(Florida) I hereby certify that on this day personally appeared WILLIAM H. LEROY, to me known to be the person described in and who executed the foregoing instrument as Vice President of RESERVE OIL AND GAS COMPANY, a California corporation, named therein, and acknowledged before me that he executed the same as such officer in the name of and on behalf of said corporation.

(Idaho) Before me personally appeared WILLIAM H. LEROY, known to me to be the Vice President of RESERVE OIL AND GAS COMPANY, a California corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

(Illinois) I do hereby certify that before me this day in person appeared WILLIAM H. LEROY, personally known to me to be the Vice President of RESERVE OIL AND GAS COMPANY, a California corporation, and WILLIAM M. FOSTER, personally known to me to be the Assistant Secretary of said corporation, and each and severally acknowledged that they signed and delivered the foregoing instrument in the respective capacities herein set forth, and caused to be affixed thereto the corporate seal of said corporation, pursuant to authority given under the articles and bylaws of said corporation, as the free and voluntary act of said corporation, and as their own free and voluntary act, for the uses and purposes therein set forth.

(Indiana) Before me personally appeared RESERVE OIL AND GAS COMPANY, a California corporation, by WILLIAM H. LEROY, its Vice President, and WILLIAM M. FOSTER, its Assistant Secretary, respectively, and acknowledged the execution of the foregoing instrument.

(Kansas) Before me personally appeared WILLIAM H. LEROY, Vice President of RESERVE OIL AND GAS COMPANY, a California corporation, who is personally known to me and known to me to be the Vice President of said corporation and the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation.

(Louisiana)	Before me appeared WILLIAM H. LEROY, to me personally known, who, being by me duly sworn, did say that he is the Vice President of RESERVE OIL AND GAS COMPANY, a California 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 WILLIAM H. LEROY acknowledged said instrument to be the free act and deed of said corporation.
(Mississippi)	Personally appeared before me WILLIAM H. LEROY, the Vice President of RESERVE OIL AND GAS COMPANY, a California corporation, who acknowledged to me that he signed and delivered the foregoing instrument on the day and year therein mentioned.
(Montana)	Before me personally appeared WILLIAM H. LEROY, known to me to be the Vice President of RESERVE OIL AND GAS COMPANY, a California corporation, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.
(Nebraska)	Before me personally came WILLIAM H. LEROY, the designated officer of RESERVE OIL AND GAS COMPANY, a California corporation, who is personally known to me to be the identical person whose name is affixed to the above instrument as such officer of said corporation, and acknowledged the instrument to be his voluntary act and deed and the voluntary act and deed of said corporation.
(New Mexico)	The foregoing instrument was acknowledged before me this day by WILLIAM H. LEROY, Vice President of RESERVE OIL AND GAS COMPANY, a California corporation, on behalf of said corporation.
(North Dakota)	Before me personally appeared WILLIAM H. LEROY, known to me to be the Vice President of RESERVE OIL AND GAS COMPANY, a California corporation, the corporation that is described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.
(Oklahoma)	Before me personally appeared WILLIAM H. LEROY, to me known to be the identical person who subscribed the name of RESERVE OIL AND GAS COMPANY, a California corporation, to the foregoing instrument as 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.
(South Dakota)	Before me personally appeared WILLIAM H. LEROY, who acknowledged himself to be the Vice President of RESERVE OIL AND GAS COMPANY, a California corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself, as its Vice President.
(Texas)	Before me personally appeared WILLIAM H. LEROY, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Vice President of RESERVE OIL AND GAS COMPANY, a California corporation, and acknowledged to me that he executed said instrument in the capacity therein expressed for the purposes and consideration therein expressed, and as the act of said corporation.
(Utah)	On this day personally appeared before me WILLIAM H. LEROY, who being by me duly sworn, did say that he is the Vice President of RESERVE OIL AND GAS COMPANY, a California corporation, that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said officer acknowledged to me that said corporation executed the same.
(Wyoming)	The foregoing instrument was acknowledged before me by WILLIAM H. LEROY, the Vice President of RESERVE OIL AND GAS COMPANY, a California corporation, on behalf of said corporation.

In Witness Whereof, I have hereunto set my hand and official notarial seal in the City of Denver, County of Denver, State of Colorado, this 30th day of December, 1976.

Virginia J. Miller, Notary Public in and for
Denver County, Colorado

My Commission Expires:

January 26, 1978

The State of Colorado }
City and County of Denver }

Be It Remembered that I, Virginia J. Miller, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that on this 30th day of December, 1976:

(Alabama) I hereby certify that J. Edouard Michaud, whose name as Vice President of Reserve Oil, Inc., a Delaware corporation, is signed to the foregoing Conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

(Arizona) This instrument was acknowledged before me by J. Edouard Michaud, the Vice President of Reserve Oil, Inc., a Delaware corporation, on behalf of said corporation.

(Arkansas) Before me, the undersigned officer, personally appeared J. Edouard Michaud, who acknowledged himself to be the Vice President of Reserve Oil, Inc., a Delaware corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

(California) Before me personally appeared J. Edouard Michaud, known to me to be the Vice President of Reserve Oil, Inc. (a Delaware corporation), the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to a resolution of its Board of Directors.

(Colorado) The foregoing instrument was acknowledged before me by J. Edouard Michaud, Vice President of Reserve Oil, Inc., a Delaware corporation, on behalf of said corporation.

(Florida) I hereby certify that on this day personally appeared J. Edouard Michaud, to me known to be the person described in and who executed the foregoing instrument as Vice President of Reserve Oil, Inc., a Delaware corporation, named therein, and acknowledged before me that he executed the same as such officer in the name of and on behalf of said corporation.

(Idaho) Before me personally appeared J. Edouard Michaud, known to me to be the Vice President of Reserve Oil, Inc., a Delaware corporation, the corporation that executed the instrument, and acknowledged to me that such corporation executed the same.

(Illinois) I do hereby certify that before me this day in person appeared J. Edouard Michaud, personally known to me to be the Vice President of Reserve Oil, Inc., a Delaware corporation, and Mary Jo Klingberg, personally known to me to be the Assistant Secretary of said corporation, and each and severally acknowledged that they signed and delivered the foregoing instrument in the respective capacities herein set forth, and caused to be affixed thereto the corporate seal

of said corporation, pursuant to authority given under the articles and bylaws of the corporation, as the free and voluntary act of said corporation, and as their own free and voluntary act, for the uses and purposes therein set forth.

(Indiana) Before me personally appeared RESERVE OIL, INC., a Delaware corporation, by J. EDOUARD MICHAUD, its Vice President, and MARY JO KLINGBERG, its Assistant Secretary, respectively, and acknowledged the execution of the foregoing instrument.

(Kansas) Before me personally appeared J. EDOUARD MICHAUD, the Vice President of RESERVE OIL, INC., a Delaware corporation, who is personally known to me and known to me to be the Vice President of said corporation and the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation.

(Louisiana) Before me appeared J. EDOUARD MICHAUD, to me personally known, who, being by me duly sworn, did say that he is the Vice President of RESERVE OIL, INC., a Delaware 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 that J. EDOUARD MICHAUD acknowledged said instrument to be the free act and deed of said corporation.

(Mississippi) Personally appeared before me the above-named person, the Vice President of RESERVE OIL, INC., a Delaware corporation, who acknowledged to me that he signed and delivered the foregoing instrument on the day and year therein mentioned.

(Montana) Before me personally appeared J. EDOUARD MICHAUD, known to me to be the Vice President of RESERVE OIL, INC., a Delaware corporation, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

(Nebraska) Before me personally came J. EDOUARD MICHAUD, the designated officer of RESERVE OIL, INC., a Delaware corporation, who is personally known to me to be the identical person whose name is affixed to the above instrument as such officer of said corporation, and acknowledged the instrument to be his voluntary act and deed and the voluntary act and deed of said corporation.

(New Mexico) The foregoing instrument was acknowledged before me this day by J. EDOUARD MICHAUD, Vice President of RESERVE OIL, INC., a Delaware corporation, on behalf of said corporation.

(North Dakota) Before me personally appeared J. EDOUARD MICHAUD, known to me to be the Vice President of RESERVE OIL, INC., a Delaware corporation, the corporation that is described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

(Oklahoma) Before me personally appeared J. EDOUARD MICHAUD, known to me to be the identical person who subscribed the name of RESERVE OIL, INC., a Delaware corporation, to the foregoing instrument as 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.

(South Dakota) Before me personally appeared J. EDOUARD MICHAUD, who acknowledged himself to be the Vice President of RESERVE OIL, INC., a Delaware corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself, as its Vice President.

(Texas) Before me personally appeared J. EDOUARD MICHAUD, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Vice President of RESERVE OIL, INC., a Delaware corporation, and acknowledged to me that he executed said instrument in the capacity therein expressed for the purposes and consideration therein expressed, and as the act of said corporation.

(Utah) On this day personally appeared before me J. EDOUARD MICHAUD, who being by me duly sworn, did say that he is the Vice President of RESERVE OIL, INC., a Delaware corporation, that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said officer acknowledged to me that said corporation executed the same.

(Wyoming) The foregoing instrument was acknowledged before me by J. EDOUARD MICHAUD, the Vice President of RESERVE OIL, INC., a Delaware corporation, on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal in the City of Denver, County of Denver, State of Colorado, this 30th day of December, 1976.

Virginia J. Miller, Notary Public in and for
Denver County, Colorado

My Commission Expires:

January 26, 1978

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

DISTRICT LAND OFFICE - Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS: That R. K. O'CONNELL and VULA O'CONNELL, P. O. Box 2003, Casper, Wyoming 82602, Assignors, as a gift, without consideration being expected or requested, do hereby convey, transfer, assign and deliver without warranty, express or implied, unto CASPER COLLEGE FOUNDATION, a non-profit corporation organized under the laws of the State of Wyoming, 125 College Drive, Casper, Wyoming 82601, Assignee, all of Assignor's right, title and interest in and to those certain overriding royalties set forth on Exhibit "A", attached hereto and made a part hereof, on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the oil and gas leases described thereon covering lands situated in Sublette County, State of Wyoming, and under any extension or renewal thereof, together with all Assignor's right, title and interest in and to any reversionary rights or rights of reassignment affecting the described leases.

EXECUTED This 20th day of December, 1976.

R. K. O'Connell

Vula O'Connell

ACKNOWLEDGEMENT

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 20th day of December, 1976, personally appeared R. K. O'Connell and Vula O'Connell, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

TORI WOOD — Notary Public
County of Natrona — State of Wyoming
My Commission Expires Sept. 30, 1980

158822

[illegible]
53 Carl's Lee 456
45 Ken D. Zgabe

EXHIBIT "A"
Sublette County
Wyoming

LEASE SERIAL NO.	DESCRIPTION	PERCENT ORR
W-53390	Township 34 North, Range 113 West Section 21: $N\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $NW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$ Section 22: $E\frac{1}{2}$, $SE\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}$ Section 28: $NE\frac{1}{4}$ Section 34: $NE\frac{1}{4}$ Containing 1,280.00 acres, more or less	3-3/4%

488 assignment see bk 96 pg. 373

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 18th day of December 19 76
between Raul Allen and Lillian C. Allen, husband and wife, and
James M. Wells, Trustee of the JMW Trust

, hereinafter called lessor (whether one or more) and
John J. Christmann
, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and more Dollars ($10.00+)
cash paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil 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
of Wyoming, described as follows, to wit:

T28N, R114W: Section 15, W½SE¼
179228 Section 22, N½NE¼

RECORDED FOR Dec 19 19 77 1:20 P M
IN BOOK 53 Misc Records PAGE 488
$2.50 Lois J. Wake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

11/11
11/14/77
11/14/77

and containing Three (3) 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, 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 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 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 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 manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 18th day of December, 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 of Pinedale, Bank at Pinedale, Wyoming, or its successors, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of One hundred twenty and no/100----($120.00)---------- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. 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 and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rental 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 that 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 should cease 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 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 ensuing after the expiration of ninety (90) days from the date that said well was shut-in unless prior thereto gas from the well is produced and sold or used, or operations are conducted thereon sufficient to keep the lease in force, or unless rental is otherwise paid or tendered. In like manner and upon like payments or tenders, subsequent shut-in gas royalty may be paid or tendered, and when so paid or tendered lessee's rights shall be maintained as though shut-in gas royalty payments were rentals. 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 proportion shall be adjusted at the next succeeding rental anniversary, after lessee has been notified of any severance having occurred to cause the interest to be 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 the 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 to growing crops on said land. When requested by the lessor, lessee shall bury its pipe lines below plow depth. No well shall be drilled within 200 feet of any residence or barn now on said premises, without the consent of the lessor.

Lessee shall have the right to drill for completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease or any extension thereof, (2) any 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 first mentioned.

Lessor hereby grants the right and power to pool or unitize 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 hereafter, but only as to any one or more formations, when in lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in accordance with the rules and regulations of any governmental authority having jurisdiction thereof, or in order to obtain the maximum allowable from any governmental authority having jurisdiction, or in order to conform to the well spacing or proration units established for the field or area in which said premises are located, or in order to conform to any productive acreage determination made or established by any governmental authority having jurisdiction for the purpose of establishing the acreage to be assigned to a well producing from a formation or formations in which gas is produced, or for the purpose of establishing the acreage to be assigned to a well producing from a formation or formations in which oil or gas or both oil and gas are produced, or for the purpose of establishing the acreage to be assigned to a well producing oil or gas or both oil and gas from the same common source of supply, or in order to conform to any spacing pattern for the development of oil or gas or both oil and gas, or for the development of any area or formation thereof, which may be established by any governmental authority having jurisdiction, or in order to conform to the well spacing or development pattern for the area adopted by lessee or approved by any governmental authority having jurisdiction, or in order to obtain permits to drill wells which cannot be obtained in accordance with the usual well spacing pattern for the field where said premises are located, or in order to conform to any productive acreage determination made or established by any governmental authority having jurisdiction for the purpose of establishing the acreage to be assigned to a well producing from a formation or formations in which gas is produced, or for the purpose of establishing the acreage to be assigned to a well producing oil or gas or both oil and gas from the same common source of supply, or in order to conform to any spacing pattern

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 lessor until after the lessor has been furnished with a written transfer or assignment or a certified copy thereof, and no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessor until after the lessor has been furnished with a written transfer or assignment or a certified copy thereof. In the event this lease shall be assigned as to a part or parts of the above described premises, and the assignee or assignees of such part or parts shall default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall render due payment of said rentals. An assignment of this lease, in whole or in part, shall to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any new or hereafter existing law, 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 a constitute a cause for the termination, forfeiture, reconveyance 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 all the provisions purport to be in force and effect they shall, when complied with by lessee or assigns, be 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 set out shall be reduced proportionately.

Lessor hereby waives and relinquishes any right of lien, ~~which it may have on the leased premises~~ and agrees that the lessee shall have the right at any time to remove ~~from the leased premises~~ all fixtures, machinery and equipment, ~~the property~~ of any kind brought upon the above described lands by the lessee, and in the event of default of payment by lessor, and in order to secure payment for lessee, by reason of, any mortgage, taxes or other liens on the above described lands, the lessee is subrogated to the rights of the holder thereof.

It is hereby agreed that all the terms, conditions and stipulations herein contained shall extend to and be binding on the heirs, executors, administrators and successors and assigns, both and the leases and each covenant, and those of the lessee, though not signed by others, shall be

IN WITNESS WHEREOF, We sign the day and year first above written.

X ..... (SEAL)
..... (SEAL)
..... (SEAL)
..... (SEAL)
..... (SEAL)

..... (SEAL)
..... (SEAL)
..... (SEAL)
..... (SEAL)

STATE OF Wyoming }
COUNTY OF Sublette } ss.

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th day of December, 1976, personally appeared Paul Allen and Lillian C. Allen, his wife, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires ..... Donald F. Tegeler
Notary Public

Donald F. Tegeler - Notary Public
COUNTY OF
SUBLETTE
My commission expires Dec. 13, 1979

STATE OF Idaho }
COUNTY OF Ada } 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 11th day of January, 1977, personally appeared [illegible], to 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 9-1-1979 Beatrice Mee
Notary Public

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

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

Notary Public.

My Commission expires .....

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

By .....
Deputy

When recorded return to

.....

.....

490

W-859

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, That the undersigned does hereby release, surrender and abandon all right, title and interest in and to a certain lease for oil and gas mining purposes dated September 1, 1966 executed by United States of America (W-805)

as Lessor(s), and W. Richard Means and James L. Walker

as Lessee, which lease is shown in the records provided by law for the recording of instruments relating to real property, in County of Sublette State of Wyoming, as assigned in Book 45 at Page 347, only insofar as said lease covers the following described land in said County and State, to-wit:

STATE OF _____ }
COUNTY OF _____ } ss.

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

_____
County Clerk or Register of Deeds.

When recorded
Return to FARMERS UNION CENTRAL EXCHANGE, INC.
P. O. Box 126, Laurel, Mont. 59044

Township 31 North - Range 112 West, 6th P.M.
Section 4: Lot 4, S½NW¼, SW¼
Section 5: Lots 1,2,3, S½N½, S½
Section 8: NE¼
Section 9: W½

containing 1357.07 acres, more or less

Executed this 21 day of October, 19 76

FARMERS UNION CENTRAL EXCHANGE, INCORPORATED

By: D. J. Kull
D. J. Kull Assistant Secretary

159240

RECORDED January 12 19 77 9:00 A M
IN BOOK 2 of Misc. Rec. PAGE 482
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

STATE OF MONTANA }
COUNTY OF YELLOWSTONE } ss.

On this 21 day of October, A. D. 1976, before me personally appeared D. J. Kull, to me personally known, who, being by me duly sworn, did say that he is the Assistant Secretary of FARMERS UNION CENTRAL EXCHANGE, INCORPORATED, a Minnesota 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 D. J. Kull acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and notarial seal the day and year in this certificate above written.

Notary Public in the State of Montana,
My Commission Expires March 7, 1979

My Commission expires March 7, 1979 Residing at: Billings, Montana

[redacted] [redacted] [redacted] RM 153

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned MARC A. CHORNEY
380 South Niagara, Denver, Colorado 80224

(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 JUDITH A. BUELER, 2366 South Locust #C, Denver, Colorado 80222

of ,

(hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of One-half of One Percent of Eighth eighths (1/2-1% of 8/8ths) of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to that certain oil and gas lease described as follows:

United States Oil and Gas Lease bearing
Serial No. W-52805, dated February 1, 1976,
covering the following described lands:

Township 35 North, Range 112 West, 6th P.M.
Section 20: NE¼NW¼, S½NW¼, SW¼
Section 28: N½
Section 29: NE¼

Containing 760.00 acres, more or less
Sublette County, Wyoming

158241

RECORDED January 17, 1977 9 AM
IN BOOK 53 Oil & Gas Lse PAGE 491
FEES 3.00 Jess O. Hake COUNTY CLERK
SUBLETTE COUNTY CLERK
By Marie Smith

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 22nd day of December, 1976.

Marc A. Chorney
MARC A. CHORNEY

STATE OF COLORADO)
COUNTY OF DENVER) ss.

The foregoing instrument was acknowledged before me this 22nd day of December, 1976, by MARC A. CHORNEY
Witness my hand and notarial seal.
My commission expires 10-27-79

Lisa Stier
Notary Public

RECORDED January 17, 1975 9:00 AM
IN BOOK Sublette Misc. Rec. PAGE 492
FEES $4.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Gordon

158243

ASSIGNMENT OF LEASE OPERATING RIGHTS

THIS ASSIGNMENT OF LEASE OPERATING RIGHTS, made and entered into as of the 27th day of January, 1975, by and between EXXON CORPORATION, a corporation qualified to do business in the State of Wyoming, having an address through its division, Exxon Company, U.S.A., of Post Office Box 120, Denver, Colorado 80201, hereinafter called "OWNER" and DYCO PETROLEUM CORPORATION, whose address is 1600 Broadway, Denver, Colorado 80202, PETROLEUM, INC., whose address is 1600 Broadway, Denver, Colorado 80202 and C F BRAUN & CO., whose address is 1000 South Fremont, Alhambra, California 91800, hereinafter collectively called "OPERATOR";

WITNESSETH:

WHEREAS, OWNER owns and holds those certain oil and gas leases listed on the Exhibit A attached hereto and by this reference made a part hereof, which said leases were issued by the United States as lessor to predecessors of OWNER as lessee, said leases bearing serial numbers and effective dates as shown on Exhibit A, insofar as said leases embrace the lands in Sublette County, State of Wyoming, particularly described on said Exhibit A; and

WHEREAS, the parties hereto are now desirous of entering into a lease operating agreement covering the lands described on Exhibit A upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises, it is hereby mutually agreed as follows:

1. Rights Granted. OWNER hereby grants, conveys and assigns unto OPERATOR, and OPERATOR hereby accepts, the rights and privileges granted by the terms of said oil and gas leases or any extensions or

renewals thereof, as follows:

(a) All of the rights and privileges granted to the lessee under the terms of the oil and gas lease listed in Part I of Exhibit A insofar as said lease covers the lands in said Part I particularly described above the stratigraphic equivalent of the subsurface depth of 8010 feet beneath the surface of the ground as found in the well known as the Dyco Petroleum Corporation-Pine Grove Federal Well No. 1, located in Section 8, Township 28 North, Range 114 West, Sublette County, Wyoming, hereinafter sometimes called "test well." Sometimes hereinafter the title and depth of OPERATOR granted by the terms of this subparagraph is called "OPERATOR'S full interest zone" and the same is subject to the overriding royalty hereinafter reserved.

(b) An undivided one-half of the rights and privileges granted to the lessee by the leases listed in Part II of Exhibit A, or any extensions or renewals of the same, insofar as said leases cover the lands in said Part II particularly described above the subsurface depth identified in the preceding subparagraph. Sometimes hereinafter the title and depth of OPERATOR granted by the terms of this subparagraph is called "OPERATOR'S half interest zone."

The rights and privileges so conveyed and granted to OPERATOR are hereby accepted and are to be held and owned in the following proportions:

Dyco Petroleum Corporation 25%

Petroleum, Inc. 25%

C F Braun & Co. 50%

Said ownerships are to be proportionately subject to the retained rights and privileges and the reserved interests of OWNER.

OWNER for itself, and its successors and assigns, hereby retains and reserves all of the leasehold estate below the OPERATOR'S full interest zone and OPERATOR'S half interest zone, together with rights of ingress and egress for the purpose of operating and developing said reserved interests. The reserved interests of OWNER last mentioned shall be separately held and operated despite the fact that OWNER also retains an undivided interest in OPERATOR'S half interest zone.

2. Rights and Obligations. In their respective operations, each party shall comply with the terms of said leases and with all applicable

laws, rules and regulations and neither party shall be liable for the operations and acts of the other, and each party will protect and save the other harmless from all demands and causes of action arising directly or indirectly out of separate operations.

OWNER and OPERATOR shall have concurrent and mutual easements to said lands for the purpose of operations in their respective zones.

3. Joint Operating Agreement. As to OPERATOR'S full interest zone and OPERATOR'S half interest zone, the retained rights and interests of OWNER therein and, OWNER'S undivided one-half interest complementary to OPERATOR'S half interest zone, operations shall be governed by that certain joint operating agreement, of even date herewith, in which said lands, zones and interests are more particularly described. In the event of conflict between this lease operating agreement and said joint operating agreement, this lease operating agreement shall prevail.

4. Overriding Royalty. OWNER hereby retains, reserves and excepts an overriding royalty equal to one-sixteenth of eight-eighths (1/16 of 8/8) of the market value at the wells as produced of all the oil and gas which may be produced, saved and marketed from the OPERATOR'S full interest zone under the lease shown on Exhibit A as covering the same or any extension or renewal thereof.

Said overriding royalty shall be effective as of the date of first production from OPERATOR'S full interest zone and shall be free and clear of all development and operating costs. OWNER shall have the right to take its overriding royalty as to oil in kind. Its option to do so shall extend so long as the overriding royalty interest continues and may be exercised from time to time as often as OWNER may desire by giving thirty (30) days' notice in writing to OPERATOR. At any time OWNER is not exercising its option, its overriding royalty portion of

the oil shall be sold by OPERATOR at the best available price and the overriding royalty accounted for at the sales price. The overriding royalty payable to OWNER on oil or gas shall be computed and paid at the same time and in the same manner as royalties on production are payable to the lessor under the said lease. However, OWNER shall be responsible for its proportionate part of all taxes levied upon or against or measured by the production of oil or gas from said leasehold premises. The overriding royalty herein reserved shall be in addition to all overriding royalties previously reserved or otherwise previously created.

At such time as OPERATOR shall have been reimbursed from the proceeds or the value of the production from or attributable to OPERATOR'S full interest zone all of the cost of drilling, completing, equipping, and of operating said test well to that time (such point in time hereinafter being referred to as "payout"), then OPERATOR shall notify OWNER in writing. OWNER shall have a period of thirty (30) days after the receipt of such notice within which to elect to exchange its reserved overriding royalty interest to an undivided fifty percent (50%) interest in and to OPERATOR'S full interest zone and the equipment and personal property used on or in connection with said test well. In the event OWNER elects to so exchange its overriding royalty interest, its election to exchange shall be effective as of 7:00 o'clock A. M. on the first day of the month following payout.

OPERATOR shall furnish to OWNER an itemized statement of the costs of drilling, completing and equipping said test well at the time the same is placed on production and not less frequently than quarterly thereafter until payout an itemized statement of the costs of operation and of oil and gas produced and the proceeds realized from the sale of production.

5. Call on Production. OWNER shall have the option of purchasing OPERATOR'S interest in current production of oil produced from the premises described on Exhibit A at OWNER'S posted price or at the prevailing market price in the locality if OWNER has no posted price, or at the prevailing market price in the locality if said posted price is lower than the prevailing market price. OWNER'S said option may be exercised at any time or from time to time during a period of twenty-one (21) years from the date of this agreement. Said option shall not apply to oil used by OPERATOR for operating purposes on the premises described on Exhibit A.

OPERATOR may sell or otherwise dispose of its share of any gas production, but such disposal shall be subject to OWNER'S reserved right to exchange its overriding royalty for an undivided fifty percent (50%) working interest and any sale made by OPERATOR shall recognize that a part of said gas may thereafter be owned by OWNER as a working interest owner and accordingly would not be subject to OPERATOR'S sales contract.

6. Rentals, Royalties and Lease Maintenance. OWNER will make a bona fide effort to pay all rentals which become due the lessors under the terms of said leases as to said lands, but shall not be liable for inadvertent failure to pay such rentals and shall only be liable for bad faith or gross negligence in failing to make such payment. OPERATOR shall reimburse OWNER for one-half (1/2) of such payment attributable to the above lands within thirty (30) days after demand therefor. OPERATOR and OWNER shall pay any royalty, including minimum royalty, due the lessor under the terms of said oil and gas leases and all overriding royalty due any party by reason of production from the zone of each respective party, and each party shall do and perform any and everything relating to its zone that may be necessary to keep said lease in good standing with the lessor as to said lands. OWNER shall promptly furnish OPERATOR with copies of all notices or demands received from the lessor as to the

above described lands with respect to any default or nonperformance as to said lands.

For the purposes of this Article, Until OWNER is given further notice by OPERATOR, C F Braun & Co. is hereby designated as agent for OPERATOR.

7. Ad Valorem Taxes. Ad valorem taxes, if any, shall not be apportioned for the year 1974. For all years subsequent thereto, each party shall render or assess its zone and all material and equipment appurtenant thereto and shall pay the ad valorem taxes, if any, thereon. Each party shall bear and pay all severance taxes and other taxes measured by production which are due and payable by reason of production from its respective zone.

8. Notices. All notices shall be given by regular mail or telegram to the parties at the addresses shown first above. For the purpose of this paragraph, the address of any party may be changed by giving written notice to the other parties.

9. No Warranty and Inurement. This assignment is made without warranty of title, either express or implied. The terms hereof shall be covenants running with the ownership of said above described oil and gas leases, and the interest conveyed hereby and the provisions hereof shall bind and inure to the benefit of the undersigned parties and their respective successors and assigns; provided, however, that this agreement may not be assigned in whole or in part without first securing OWNER'S written consent.

10. Term. Unless sooner terminated, this agreement shall remain in full force and effect during the life of said oil and gas leases and any and all extensions and renewals thereof.

11. Approval. Either party may, if it so elects, file this lease operating agreement for approval with the appropriate office representing the lessor. Each party agrees to furnish to the other all future documents

and things reasonably requested in order to obtain such approval.

12. Federal Land Provision. As to each lease affected by this assignment, the undersigned agree that in the event the overriding royalties created herein, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregates in excess of 17 1/2 percent, the obligation to pay such excess shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

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

EXXON CORPORATION

O. K. as to transaction.....

O. K. as to form.....

By _____
Attorney in Fact

-OWNER-

DYCO PETROLEUM CORPORATION

By _____
L. Z. Williams, Vice President

PETROLEUM, INC.

By _____
Robert D. Cowdery, Attorney-in Fact

C F BRAUN & CO.

By _____

ATTORNEY-IN-FACT

-OPERATOR-

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by P. F. SOLLARS, Attorney in Fact of EXXON CORPORATION, this 7th day of May, 1975.

WITNESS my hand and official seal.

My commission expires:

Notary Public
Littleton, Colorado
Commission expires: July 5, 1977

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by L. Z. Williams as Vice President of DYCO PETROLEUM CORPORATION, this 5th day of May, 1975.

WITNESS my hand and official seal.

My commission expires:
12/21/78

Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me by ROBERT D. COWDERY, as Attorney-in-Fact of PETROLEUM, INC., this 7th day of May, 1975.

WITNESS my hand and official seal.

My commission expires:
10/30/77

Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me by D B Houge, as Attorney in Fact of C F BRAUN & CO., this 12th day of April, 1975.

WITNESS my hand and official seal.

My commission expires:

Notary Public

OFFICIAL SEAL
SYLVIA [illegible]
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires Dec 11 1978

EXHIBIT A
TO
ASSIGNMENT OF LEASE OPERATING RIGHTS

DATED

January 27, 1975

PART I

Federal Oil and Gas Lease Serial No. W-0311662 dated October 1, 1964 insofar and only insofar as said lease covers the following described land:

Township 28 North, Range 114 West

Section 8: Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20

Containing 677.75 acres.

PART II

Federal Oil and Gas Lease Serial No. W-0311662 dated October 1, 1964 insofar as it covers the following described lands:

Township 28 North, Range 114 West

Section 5: Lots 9, 10, 14, 15, 16, 17, 18, 19
Section 21: W½SW¼, SE¼SW¼

Containing 344.49 acres.

Federal Oil and Gas Lease Serial No. W-0320213 dated November 1, 1965 insofar as it covers the following described lands:

Township 28 North, Range 114 West

Section 17: Lots 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20
Section 20: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10. 11, 12, 13, 14, 15, 16, 17, 18, 19,20

Containing 1,413.60 acres.

Federal Oil and Gas Lease Serial No. W-0322083 dated February 1, 1966 insofar as it covers the following described lands:

Township 28 North, Range 115 West

Section 1: Lots 5, 6, 7, 8, S½
Section 12: E½
Section 13: E½

Containing 1,092.80 acres.

Federal Oil and Gas Lease Serial No. W-0322610 dated April 1, 1966 insofar as it covers the following described lands:

Township 28 North, Range 114 West

Section 17: Lot 4

Township 28 North, Range 115 West

Section 12: NW$\frac{1}{4}$

Containing 200.13 acres.

Federal Oil and Gas Lease Serial No. W-6317 dated July 1, 1967 covering the following described lands:

Township 28 North, Range 114 West

Section 5: Lot 11

Containing 40.00 acres.

Federal Oil and Gas Lease Serial No. W-36055 dated December 12, 1965 insofar as it covers the following described lands:

Township 28 North, Range 115 West

Section 12: SW$\frac{1}{4}$

Containing 160.00 acres.

[redacted] [redacted] [redacted]

State Wyoming Lease no. 400904, 401817, and 404348

County or Parish Sublette

ASSIGNMENT
OF OPERATING RIGHTS

In consideration of the covenants and agreements hereinafter set out, Assignor herein does hereby grant, sell, transfer and assign unto Assignee herein, without warranty of any kind, the premises hereinafter described, subject to the following provisions:

1. Parties:

a. Assignor: Sun Oil Company (Delaware), 12850 Hillcrest Road, Dallas, Texas 75230.

b. Assignee: Beta Exploration, Inc.
Suite 601, Denver Club Building
Denver, Colorado 80202

2. Overriding Royalties Reserved. (See also Article 1, Exhibit "B")

a. On oil: 1/16 of 8/8*
b. On casinghead gas: 1/16 of 8/8*
c. On gas: 1/16 of 8/8*
d. On condensate: 1/16 of 8/8*

*Applicable only as to TRACT 1 described on Exhibit "A" attached hereto, and subject to Assignor's option to convert to a working interest as set forth in Article X of Exhibit "B" attached hereto.

3. Exhibits:

The estates and interests comprising the assigned premises are set out in Exhibit "A" attached hereto. This assignment is also subject to the General Terms and Conditions attached hereto as Exhibit "B". [illegible]

EXECUTED this 5th day of November, 19 76

APPROVED	
Legal	
T. R.	
Gas	
Land	
U. J. O.	

SUN OIL COMPANY (DELAWARE)

By _____
AGENT AND ATTORNEY-IN-FACT "ASSIGNOR"

ATTEST:

_____
W. C. Burns, Assistant Secretary

BETA EXPLORATION, INC.

By: _____
Its: Vice President

"ASSIGNEE"

158257

RECORDED January 18, 19 77 9:00 AM
IN BOOK 53 Oil & Gas Lease PAGE 503
FEES $10.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Denton

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared JOHN W. STOREY, Agent and Attorney-in-Fact for SUN OIL COMPANY (DELAWARE), a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 17TH day of DECEMBER, 19 76.

SHARON E. CUTTER
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 6/30/77

Sharon E. Cutter
Notary Public in and for
Dallas County, Texas

STATE OF COLORADO §
CITY & §
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me by E. E. Heiser, as Vice President of BETA EXPLORATION, INC., a corporation, on behalf of said corporation.

Given under my hand and seal of office this 3rdday of Januery, 1977.

Notary Public in and for
Denver County, Colorado

My commission expires:
12/8/78

SUN-9410
Exhibit "A" of Assignment [redacted] Operating Rights
Sun Oil Company (Delaware) to Beta Exploration, Inc.

EXHIBIT "A"

Assigned Premises

1. Lease Data.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	RECORDED
400904	State of Wyoming (The Commissioner of Public Lands)	Nola Grace Ptasynski	9-2-68	St. of Wyom. Lease No. 68-38592
401817	State of Wyoming (The Commissioner of Public Lands)	Charline I. Frew	11-2-66	St. of Wyom. Lease No. 66-16665
404348	U.S.A. (Bureau of Land Management)	C. McL. Cades	8-1-69	Serial No. W 19958

2. Lands and Interests Assigned.

a. Substances: Oil, Casinghead Gas, Gas, and Condensate.

the stratigraphic equivalent of

b. Depth: From the surface of the ground down to and including, but not below, a depth of 6,050 feet beneath the surface of the hereinafter described land.

c. Description of acreage and interest:

Subject to the terms, reservations and conditions contained in the Farmout Letter and Assignment of Operating Rights to which this Exhibit is attached, this Assignment of Operating Rights shall cover ALL of Assignor's working interest in the oil and gas and a like interest in Assignor's rights to drill, test, operate, extract, remove, own and dispose of the same, under the terms of the above described Oil and Gas Leases as to TRACT 1 described below, subject to reservation by Assignor of the above described overriding royalty interests and the option to convert the same to a 50% working interest after payout, AND an UNDIVIDED ONE-HALF (1/2) of Assignor's interest in said leases as to TRACT 2 below, INSOFAR AND ONLY INSOFAR as said leases cover the following described lands in Sublette County, Wyoming, to wit:

Township 32 North, Range 114 West, 6th P.M.:
Section 7: Lots 3, 4, 5, 6, 7, SE 1/4 NW 1/4

Township 33 North, Range 114 West, 6th P.M.:
Section 27: S 1/2 S 1/2, NW 1/4 SW 1/4
Section 33: S 1/2 NE 1/4, N 1/2 SE 1/4, NE 1/4 SW 1/4
Section 34: N 1/2 N 1/2, SW 1/4 NW 1/4, NW 1/4 SW 1/4

TRACT 1: The S 1/2 of the NE 1/4, N 1/2 of the SE 1/4, and NE 1/4 of the SW 1/4 of Section 33, Township 33 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

TRACT 2: The balance of the farmed out acreage, from the surface to the depth specified in 2.b. above.

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

ARTICLE I. Overriding Royalties

Assignor reserves as overriding royalties the designated fractions of the market value at the well of all gas, including casinghead gas, used off the premises and of all proceeds derived from the sale of all gas, including casinghead gas, and the designated fractional part of all oil and condensate produced and saved from the assigned premises, such oil and condensate to be delivered to the credit of Assignor in the pipeline or other outlet serving said premises. If the lease herein assigned covers less than the entire mineral interest as to any tract, the designated overriding royalties may be reduced proportionately as to such tract. Said overriding royalties are in addition to the royalties payable to the lessors under the terms of said lease and any other overriding royalties or payments out of production with which said lease may be burdened. Said overriding royalties shall also be applicable to any new lease on said land, or extension or modification of the lease herein assigned, obtained during the primary term or within sixty (60) days after the expiration of the primary term of said lease.

ARTICLE II. Well Information

A. Assignee agrees to furnish to Assignor on or before Tuesday of each week, or daily if so requested, a drilling report showing all formations encountered and the depths at which encountered during the immediately preceding calendar week (or day as the case may be) in each well drilled on the assigned premises, and upon request of Assignor, Assignee will furnish to Assignor a complete set of cuttings and core samples taken during said time, properly labeled as to depth and number. Assignee agrees to furnish to Assignor upon request at any time all information desired by it with reference to wells, including the results and records of all tests of any character which are conducted on the assigned premises. Assignee shall test all formations encountered which indicate the presence of oil or gas and shall inform representatives of Assignor in sufficient time that they may witness such tests if they so desire. Agents and employees of Assignor shall have access to the derrick floor at all times and shall be notified in sufficient time to have a representative present to witness tests of shewings encountered, production tests and measurement for final depth. Assignee agrees to furnish to Assignor currently as run, a complete copy of each electrical survey made and shall promptly furnish to Assignor a complete copy of the driller's log sworn to by someone having actual knowledge of the facts, and a complete copy of an electrical survey log, on a scale of not less than 2 inches per 100 feet, from the bottom of the surface casing to the total depth of the well, as to each well drilled on said land. All well information, logs, reports and samples shall be complete to the final total depth of the well and all such information shall, in the absence of other instructions from Assignor, be delivered to the office of Assignor designated to receive such information..

B. Assignor shall have access to said premises and to the wells, equipment, tanks and appliances of Assignee for the purpose of testing the production from the wells thereon. Assignor shall have the right to examine the run tickets and other records pertaining to the production. Upon request, Assignee shall furnish to Assignor true and correct copies of all gauges and run tickets. Assignee agrees to furnish Assignor true copies of all production reports, Potential Test Forms and any other reports which may be made by Assignee to the regulatory body of the State or to any governmental agency at the same time such reports are delivered to such body or agency.

ARTICLE III. Disposition of Production

A. In order to make proper division of the proceeds from the sale of production from the assigned premises, Assignor shall have the right, but not the obligation, to collect such proceeds. After deducting the overriding royalty to which it is entitled under this assignment, Assignor shall pay to Assignee his portion of such proceeds thus collected.

B. Assignor shall have the right from time to time to purchase all or any part of the oil produced from the assigned premises at the price posted by the major purchasers for the same or similar grade of oil in that field. Assignor shall have the right at any time and from time to time, of receiving in kind its portion of said oil, or of separately disposing of its portion of the same.

C. No contract for the sale of gas from the assigned premises shall be made by Assignee without the consent and approval of Assignor, and Assignor shall have a preferential right to purchase gas and condensate produced from the assigned premises at a price and under the terms under which Assignee is able at the same time to sell to any other responsible buyer.

ARTICLE IV. Development and Drainage

If oil or gas in paying quantities is discovered by Assignee on said premises Assignee agrees to drill as many wells thereon as may be reasonably necessary to develop same for oil and gas and Assignee further agrees to comply with all the obligations of the lessee in the original lease, down to the depth covered by this assignment, and agrees to protect said premises down to said depth from drainage by offset wells on adjoining land. If Assignee fails to comply in good faith with the provisions of this Article, this assignment shall terminate at the option of Assignor and all rights granted Assignee shall be forfeited and revert to Assignor; provided, however, that in such case Assignee shall have the right to retain, subject to all the terms and conditions of this assignment, each well producing in paying quantities so drilled by Assignee. Assignee shall also be entitled to retain around each such well acreage in an amount equal to that prescribed by the applicable spacing regulations then in force (not to exceed, in any event, forty acres as to an oil well or six hundred forty acres as to a gas well) and in a reasonably compact form acceptable to Assignor. Assignee's rights in such retained acreage shall be limited to the zone or zones from which such well is producing and such other zones as to which Assignee has complied in good faith with the provisions of this Article.

ARTICLE V. Abandonment and Surrender

A. If at any time Assignee's production on said premises shall decline to such an extent that Assignee does not desire to operate it any longer, Assignee shall give Assignor thirty (30) days written notice of Assignee's intention to abandon or surrender Assignee's interest in said lease and if within said thirty (30) days Assignor shall elect to take over such interest, Assignee shall assign to Assignor all his right, title and interests in said lease.

B. If at any time Assignee's production on said premises shall cease from any cause, and if Assignee fails to commence additional operations on the assigned premises within fifteen (15) days, his rights under this Assignment shall terminate and revert to Assignor at Assignor's option. If Assignee commences such additional operations within said fifteen (15)-day period and thereafter ceases operations for thirty (30) consecutive days before he completes a well as a producer of oil or gas in paying quantities, his rights hereunder shall terminate and revert to Assignor at Assignor's option. Assignor shall give written notice to Assignee of such termination.

C. No well which has produced or is capable of producing oil or gas in any quantity shall be abandoned and no material shall be removed therefrom by Assignee unless Assignee has given Assignor ten (10) days written notice of his intention to do so, and if within said ten (10) days Assignor shall elect to take over such well Assignee shall assign to Assignor all his right, title and interest in said lease insofar as it covers the acreage in the drilling or proration unit on which such well is located. Provided, however, that nothing in this paragraph shall be construed to modify or affect Assignor's rights to take over the lease under the two preceding paragraphs of this Article when they are applicable.

D. If Assignor takes over said lease or a portion thereof under the terms of this Article and desires to purchase material and equipment of Assignee thereon, it shall have the right to do so on paying Assignee the value of such material and equipment, which value shall be the depreciated value less the estimated cost of recovering it. Assignee shall have the right to salvage and remove from said premises any of the material and equipment of Assignee which Assignor does not desire to use after it takes over said premises.

ARTICLE VI. Restriction on Assignment

Said lease shall not be amended, altered, modified, extended, renewed, assigned, encumbered in any manner or otherwise dealt with additional overriding royalties or production payments without prior written consent of Assignor. The rights of reverter and the rights to reassignment retained herein by Assignor shall be superior to all liens, encumbrances, debts, judgments, claims, overriding royalty and production payment burdens and other obligations created or incurred by Assignee and asserted against the assigned premises [redacted] interest in the assigned premises reverted [redacted] Assignor or reassigned to Assignor shall be free and clear of all such liens, encumbrances, debts, judgments, claims, overriding [redacted] and production payment burdens and [redacted] obligations. Assignee may not use, for any promotion purposes or for the purpose of selling stock in any organization, and not advertise in any manner,

of Operating Rights
[redacted] Beta Exploration, Inc. [redacted]

ARTICLE VII. Termination of Rights

The breach by Assignee of any obligation or requirement arising hereunder, (for which provision for termination is not otherwise specifically made), shall subject this agreement to termination, at option of Assignor, if Assignee fails or refuses to comply with such obligation or requirement within ten (10) days after notice by Assignor to Assignee of such breach.

ARTICLE VIII. Miscellaneous

A. Assignee agrees to conform to the laws of the State and to the rules and regulations of all governmental agencies, state or federal, having jurisdiction, relating to the location, spacing, drilling, operation, abandoning and plugging of wells, the control of water, gas, or oil therein, and to the production and proration of oil and gas, and agrees to comply with all the terms of the original lease, expressed or implied, and shall hold Assignor free and harmless from all claims and demands that may be asserted against Assignor for or on account of any operation carried on by Assignee.

B. Assignor shall have the right to pay delay rentals and royalties or rental's in lieu of production, if any, which may become payable under said lease, but Assignee agrees to reimburse Assignor for ~~the proportionate part~~ 50% of any and all such payments paid by Assignor (applicable to the assigned premises).

C. Assignee agrees to pay, before they become delinquent, all taxes, including, but not limited to, the following: all federal taxes, state and local ad valorem, occupation, excise, privilege or regulatory taxes, now or hereafter lawfully levied or assessed against the premises herein assigned and on the production therefrom, except taxes on Assignor's interest in the premises and production therefrom.

D. If more than one lease is covered hereby, every reference to "lease" herein shall apply separately to each such lease or portion thereof assigned. If the assigned premises include interests under a mineral deed, the references to "lease" herein shall apply to the estate held under such mineral deed, and references to "overriding royalties" in Articles I and III shall mean the royalties reserved by Assignor herein. References in this Exhibit "B" to "oil and gas" or "oil or gas" shall be deemed to apply only to such substances as set out in Exhibit "A".

E. All rights and interests not expressly granted to Assignee are reserved to Assignor.

F. Regardless of gender and number, all references to Assignor are singular and neuter and all references to Assignee are singular and masculine.

G. All agreements herein shall constitute covenants running with the land assigned and shall be binding upon the parties hereto, their successors and assigns.

ARTICLE IX.

This Assignment of Operating Rights is subject to Assignee's securing the necessary federal and state approvals of the Ote Creek Unit, consisting of all of the assigned premises described on Exhibit "A" hereof, within the time provided for commencement of the test well under the attached Farmout Letter.

Assignor has agreed to become a party to and to be bound by the provisions of the UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE OTE CREEK UNIT AREA, SUBLETTE COUNTY, WYOMING, and UNIT OPERATING AGREEMENT, OTE CREEK UNIT AREA, SUBLETTE COUNTY, WYOMING, effective August 24, 1976, and consents to the pooling of the S 1/2 of the NE 1/4 of Section 33, Township 33 North, Range 114 West, 6th P.M., Sublette County, Wyoming, with the N 1/2 of the NE 1/4 of the same section to form a 160-acre drillsite unit for the initial Test Well.

In the event there is any conflict between the terms of this Assignment of Operating Rights and the terms of the Unit Operating Agreement, the terms of this Assignment of Operating Rights shall prevail.

ARTICLE X.

As to the initial producing well drilled hereunder, Assignor shall have the right and option, after payout of such well, to convert its reserved overriding royalty interests to a 50% working interest in such well and its proration unit. Such working interest shall be proportionately reducible to Assignor's interest in the proration unit. Payout shall be deemed to occur when the value of the proceeds of Assignee's share of the production from such well, net after production and severance taxes, is equal to Assignee's cost of drilling, completing, equipping and operating such well. Assignee shall notify Assignor in writing when payout occurs, and Assignor shall have thirty (30) days after receipt of such notice within which to notify Assignee whether it elects to retain its reserved overriding royalty interests or to convert its reserved overriding royalties to a 50% working interest. Should Assignor elect to convert its reserved overriding royalties to a working interest, the conversion shall be effective as of 7:00 a.m. on the first day of the calendar month following the month in which payout occurs. Failure of Assignor to so notify Assignee of its election within said thirty (30) day period shall be deemed an election of Assignor to retain its reserved overriding royalties and not to convert to a working interest. The reversionary interest of Assignor shall be free of all debts, liens, judgments and encumbrances incurred or created by Assignee and asserted against said premises. Assignee agrees to furnish Assignor monthly reports of the costs and expenses, proceeds and payout status of such producing well, and Assignor shall have the right to inspect and audit Assignee's records with respect to such well at any time or times during normal business hours. The production from said well shall be separately measured until payout of such well.

507

It is understood that the term "proration unit" used in this Article X shall be interpreted to mean "participating area."

EXHIBIT "B" OF ASSIGNMENT OF OPERATING RIGHTS
Sun Oil Company (Delaware) to Beta Exploration, Inc.
Page 3 of 3

ARTICLE XI.

As to each additional development well drilled on the assigned premises lying outside the proration unit for the initial completed producing well drilled hereunder, for a period of thirty (30) days from the date Assignor receives written notice from Assignee of Assignee's intent to commence the drilling of a well on lands not included in said initial proration unit, and upon being furnished with an Authorization for Expenditures (AFE) for the drilling of each such additional well, within thirty (30) days after receipt of such written notice and AFE, Assignor shall have the option, on a well-to-well basis, to elect to either participate under the unit operating agreement (referred to in Article IX above) with its 50% working interest, OR to farmout an additional 50% of its remaining interest with the same overriding royalty interests reserved and with the same conversion option as provided for the initial well (as set out in Article X above), OR to go non-consent under said unit operating agreement. Any overriding royalty interest or working interest shall be proportionately reducible to Assignor's interest. Failure of Assignor to so notify Assignee of its election within said 30-day period shall be deemed an election by Assignor to go non-consent under the unit operating agreement. The reversionary interest of Assignor shall be free of all debts, liens, judgments, and encumbrances incurred or created by Assignee and asserted against said premises.

It is understood that the term "proration unit" used in this Article XI shall be interpreted to mean "participating area."

ARTICLE XII.

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

[redacted] [redacted] [redacted]

Office Wyoming

Serial No. 032021

Date of Base Lease Nov. 1, 1965

ASSIGNMENT OF OIL AND GAS LEASE

The undersigned, as owner of record title in the above-designated oil and gas lease, does hereby transfer and assign to:

Humble Oil & Refining Company
(Name)

[redacted]
(Address)

the record title interest in said lease as specified below:

1. Lands included in this assignment:

Sublette (County) Wyoming (State)

Township 28 North, Range 114 West, 6th P.M.
Section 17: Lots 1, 2, 3, 5, thru 20 incl.
Section 20: Lots 1 thru 20 incl.
Section 29: Lots 3, 4, 5, 6, 7, 8, 13, 14, 15

1588282

RECORDED January 26 1967 9:00 A.M.
IN BOOK 52 Misc. Records PAGE 647
FEES $4.00 Mary O. Lake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Lantow

containing 1701.44 acres, more or less.

2. Interest of Assignor in above described land: 100.00 %

3. Extent of interest conveyed to Assignee: 100.00 %

4. Overriding royalty reserved herein to Assignor: 3.00 %

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

5. The overriding royalty herein reserved, if any, shall be computed upon the market value at the well of the oil and gas produced, saved and marketed from said lands pursuant to said lease. In the event a unit agreement approved by the Secretary of the Interior includes all or part of said lands, said overriding royalty shall be computed upon such production allocated to said lands under the terms of said unit agreement. In the event the interest in the lease assigned hereby covers less than the full interest in the oil and gas in said lands, then the overriding royalty hereby reserved shall be paid in the proportion that the interest hereby assigned bears to the full and undivided interest in said oil and gas. All interests in production previously created which are payable out of the oil and gas produced from said lands other than the basic royalty payable to the United States, shall be paid and discharged out of the overriding royalty herein reserved. The full amount of the taxes required to be paid on such oil and gas or for or on account of the production thereof, shall be deducted before computing the amount of any overriding royalty payable hereunder.

In the event all or part of the lands assigned hereby are included within a spacing and drilling unit ordered by any agency of the state wherein the same are situate, the interest in production herein reserved from the lands within such unit shall be computed and paid upon production allocated to said lands under the order of such state agency; provided, that, if such order does not expressly provide an allocation, then upon the same proportion of the total production from the drilling and spacing unit as the surface acreage of said lands within the same bears to the total surface acreage of said unit.

6. The operations, if any, to be conducted upon the above described lands shall be as are determined by Assignee, subject only to the provisions of a unit agreement acceptable to the Secretary of the Interior, if such an agreement is executed by the Assignee. The reservation herein contained, if any, shall imply no obligation to develop for oil or gas or to protect the assigned premises from drainage.

7. By the acceptance of this assignment, Assignee undertakes in good faith, but without liability or responsibility in the event of clerical error, mistake, or inadvertence, to make reassignment to Assignor of any interest in the leasehold estate herein assigned which Assignee desires to relinquish and surrender and which Assignor desires to have reassigned. Any such reassignment shall be without warranty of title and subject to assumption by Assignor of rentals or other lease obligations accruing after the date of tender of reassignment.

8. Assignor hereby represents and warrants to Assignee that the above described Oil and Gas Lease is valid and subsisting, that the same covers the full, undivided and unencumbered interest in the oil and gas in and under the above described lands and that Assignor was and is qualified to own and hold the same and to make this assignment.

It is hereby certified that the statements made herein are true, complete and correct to the best of the knowledge and belief of the undersigned and are made in good faith.

EXECUTED and WITNESSED this [blank] day of March, 19 66

WITNESS:

George C. Reeves
ASSIGNOR
GEORGE C. REEVES

ASSIGNOR

Assignment approved effective:

APR 1 - 1966
(Date)

THE UNITED STATES OF AMERICA

By David A. Morgan
(Signing Officer)

ASSISTANT MANAGER, OIL & GAS
(Title)

(Request for approval on reverse side)

607956

FOR CLAIMANT

RIDER

Assignee accepts this assignment with the express understanding that its provisions will apply to any renewal, exchange, extension or alteration of the basic lease, in whole or in part; and that if assignee elects to surrender any part of the basic lease, or any renewal, exchange, extension or alteration thereof, such surrender will be made to assignor only, during the term of the lease, and at least sixty (60) days in advance of the next anniversary of the lease. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof.

D.R.

Attach Applicable Acknowledgment

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me/this 10 day of March, by George C. Reeves

1966, [illegible] my hand and official seal.

[illegible]
Notary Public

By commission expires: 5-21-67

REQUEST FOR APPROVAL OF ASSIGNMENT

The Assignee hereby requests approval of assignment and certifies as follows:

1. Assignee is a Delaware Corporation with offices at P. O. Box [illegible], Denver 1, Colorado

2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor and options in the same State, together with the acreage in this instrument do not exceed 246,080 chargeable acres. Assignee's options in the same State do not exceed 200,000 chargeable acres.

3. Assignee is qualified as shown by statements previously furnished and on file under Serial ~~BLM-A-049718 (Florida) and miscellaneous files (Eastern States Land Office)~~ BLM-066100 Field Services Land Office, Washington, D.C.

4. Assignee is the sole party in interest as to the interest conveyed to assignee in the attached assignment.

5. Our check in the amount of $10.00 is enclosed as payment for the filing fee for assignment.

6. Nationwide oil and gas lease bond in the sum of $150,000.00, executed in this company's behalf by American General Insurance Company as Surety, is on file with the Director, Bureau of Land Management, being bond No. A-20813, dated November 8, 1951.

7. The undersigned agrees to be bound by the terms and provisions of said lease provided the assignment is approved by the signing officer of the Bureau of Land Management.

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief, and are made in good faith. The Assignment is submitted in triplicate. It is requested that the approved copy of the assignment be returned to the address shown in this assignment. This form is submitted in lieu of official Form 4-1175, and contains all of the provisions thereof as of the date of filing of this assignment. ~~[illegible]~~ (Reg.-3128.2) (2).

Executed and witnessed this 21st day of March, 1966

Evidence of Authority of Attorney-in-Fact to execute is filed under Corporation Miscellaneous file #1285 and is still in effect.

WITNESS:

HUMBLE OIL & REFINING COMPANY

By [signature]
Attorney-In-Fact

Said L. A. Dodd further certifies for himself that he neither has nor will receive any interest in the leasehold interest conveyed to assignee in the within assignment, by any agreement or understanding, verbal or written or otherwise.

[signature]
L. A. Dodd

ASSIGNMENT AND CONVEYANCE OF OIL AND GAS LEASES AND INTERESTS THEREIN

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF SUBLETTE §

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the undersigned, GREAT WESTERN DRILLING COMPANY, a Texas corporation ("Assignor"), does hereby transfer, assign, and convey unto DAVOIL, INC., a Texas corporation ("Assignee"), an undivided 35.524 percent of the following:

A. Assignor's right, title and interest of whatever nature (including working interests, overriding royalties, production payments, and net profits interests) in the oil and gas leases described by lessor, lessee, date, recording reference, and description of lands covered in Exhibit A attached hereto and made a part hereof (hereinafter called "Exhibit A").

B. Assignor's right, title and interest of whatever nature in the lands described in Exhibit A whether such interest is held under the described lease or otherwise.

C. Assignor's right, title and interest of whatever nature in pooling, unitization, and communitization agreements, and units (including without limitation all units formed under orders, regulations, rules, or other official acts of any federal or state governmental body or agency having jurisdiction), which relate to any of the oil and gas leases or to any of the lands described in Exhibit A or to the production of oil, gas and other hydrocarbons from or attributable to said leases and lands.

D. Assignor's right, title and interest in all personal property and improvements, situated upon the properties described above, including but not by way of limitation all wells, casing, tubing, derricks, tanks, pipelines,

158263

RECORDED December 30, 1982 at 2:12 P.M.
IN BOOK 120 Misc. PAGE 512
FEES: 9.50 Marilyn Strube COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

boilers, separators, rods, pumps, flow lines, water lines, gas lines, buildings, fixtures, machinery and other equipment, pipelines, power lines, telephone and telegraph lines, roads and other appurtenances.

E. Assignor's right, title and interest of whatever nature in easements, permits, licenses, servitudes and rights-of-way used or useful for future use in connection with the exploration, development or operation of any of the properties and interests described above, or with the production, treating, storing, or transportation of oil, gas or other hydrocarbons or other minerals therefrom.

TO HAVE AND TO HOLD the properties, rights, titles, interests, estates, powers, privileges, and appurtenances hereby assigned, transferred, and conveyed unto the said Assignee, its successors and assigns forever.

This Assignment and Conveyance is made without warranty either express or implied, shall be effective as of 7:00 a.m., December 1, 1976, and includes all oil in tanks on such date and all oil, gas and other hydrocarbons produced from the interests herein assigned after said date.

The 35.524 percent of Assignor's right, title and interest in the properties covered hereby is subject to and shall bear its 35.524 percent proportionate part of all burdens to which the interest of the Assignor is presently subject, including, but not limited to operating agreements, unitization, pooling and communitization agreements, gas purchase contracts, overriding royalties, production payments and carried interest arrangements, and Assignee assumes its 35.524 percent of any obligations existing thereunder.

It is understood and agreed that with respect to oil, gas, and mineral leases from the United States of America or from any agency thereof or from any State, or agency thereof, separate assignments on approved forms may be executed by

the Assignee to the Assignor in sufficient counterparts to fulfil applicable statutory and regulatory requirements. The interests conveyed by such separate assignments are the same as and not in addition to the interests herein assigned.

IN WITNESS WHEREOF the Assignor has caused this Conveyance and Assignment to be duly executed on the 8 day of December, 1976, to be effective as herein provided.

GREAT WESTERN DRILLING COMPANY

ATTEST:

By _____
John. T. Hampton, President

_____
ASSISTANT SECRETARY

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me by JOHN T. HAMPTON, President of Great Western Drilling Company, this 8 day of December, 1976.

WITNESS my hand and official seal.

_____
Notary Public in and for
Midland County, Texas

My Commission Expires:

June 1, 1977

E X H I B I T A

STATE OF Wyoming, COUNTY OF Sublette

D. / No.	Lessor	Lessee	Date of Lease	Recorded In Above County Book	Page	Description of Land
727	United States W-25328	Great Western Drilling Co.	9-1-70			E/2 Sec. 17, all of Sec. 21, NW/4 Sec. 22, W/2 Sec 27, T-28-N, R-105-W

515

ASSIGNMENT OF OPERATING RIGHTS

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:

PANHANDLE WESTERN GAS COMPANY
a Delaware Corporation
P.O. Box 1348
Kansas City, Missouri 64141

hereinafter called Assignee, an undivided 40.625% interest, subject to the provisions hereinafter set forth, in and to the operating rights under the following described oil and gas lease, to-wit:

D-5495 Oil and Gas Lease effective January 1, 1966, from The United States of America, as Lessor, to Melvin Wolf, as Lessee, bearing serial no. W-0321457 INSOFAR and only insofar as said lease covers and affects the operating rights under the following described land in Sublette County, Wyoming:

Township 32 North, Range 113 West 6th P.M.
Section 22: SW/4

Assignor herein reserves a 40.625% X 6.25% (2.5390625%) overriding royalty interest in and to the hereinabove described oil and gas lease.

In addition Assignee shal bear its proportionate share of the landowner's royalty and the full burden of a 2.84375% overriding royalty interest.

THIS ASSIGNMENT is made without warranty of title either express or implied.

EXECUTED this 16th day of September, 1976.

Evidence of authority of Attorney in Fact is filed in W-56943 and such authority is still in effect.

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 16th day of September, 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

158307

RECORDED January 21 19 77 9:00 A.M.
IN BOOK 53 Oil & Gas Lease PAGE 517
FEES $3.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Marilyn Barton

6-23-49-035-0001-00 DHm

518

Form 3106–5
(August 1974)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. W-54329

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

Kenneth D. Luff
1730 Colorado State Bank Bldg.
Denver, Colorado 80202

158308

1.

RECORDED January 21 19 77 9:00 A M
IN BOOK 53 Oil & Gas Lse PAGE 518
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Denton

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* June 1, 1976, 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 112 West
Section 9: SE¼SW¼

containing 40.00 acres, more or less, in
Sublette County, Wyoming

This assignment is subject to reassignment obligation to Rita Short.

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

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

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* None

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 5% of 8/8ths overriding royalty

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

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

Executed this 16th day of November, 19 76

G. H. Tanner (Assignor's Signature)

724 Midland Bank Bldg. (Assignor's Address)

Billings, Montana 59101
(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 1977

By Glenna M. Sanco
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JAN 12 1977
(Date)

[redacted] [redacted] [redacted]

NOTE: This (assignment, transfer) does not segregate the lease.

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-55220

DISTRICT LAND OFFICE WYOMING

KNOW ALL MEN BY THESE PRESENTS, That Donald W. Rohren
.....
.....
....., 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
ROBERT E. ECKELS	2101 Youngfield, Golden, Colorado 80401	0.30

158309

RECORDED January 21 19 77 9:00 A M
IN BOOK 53 Oil and Gas Lse PAGE 519
FEES $4.50 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Being in all a total of an undivided Three tenths of One Percent (0.0030)
.....overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T. 27 N., R. 105 W., 6th P.M.
Section 1: Lots 1, 2, 3, 4, S½N½

T. 28 N., R. 105 W., 6th P.M.
Section 35: All

Containing 957.60 Acres more or less.

VOID
RECORDED 19
IN BOOK PAGE
FEES $ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

~~Containing acres, more or less.~~

WITNESS our hands this 4th day of ~~December~~ January, 19 76

~~Witnesses:~~

Donald W. Rohren
Assignor - Donald W. Rohren

Charlotte I. Rohren
Assignor's Spouse

STATE OF California
COUNTY OF Contra Costa } ss.

On the 4th day of January, 19 77, before me personally appeared Donald W. Rohren and Charlotte I. Rohren, his wife the signors of the above instrument, who duly acknowledged to me that they executed the same.

My commission expires:
3/27/78

Notary Public
Residing in Walnut Creek Ca

OFFICIAL SEAL
[illegible] EWING
NOTARY PUBLIC - CALIFORNIA
COUNTY OF CONTRA COSTA
My Commission Expires March 27, 1978

519.

SHOWING AND REQUEST FOR APPROVAL OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby request(s) approval of the foregoing Royalty Assignment and represent(s) that:

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

2. The interests, direct and indirect, of each of the undersigned in oil and gas leases and in applications or offers therefor affecting public lands in the State of ....., together with the acreage affected by the foregoing Royalty Assignment do not exceed 46,080 chargeable acres.

3. The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease do not exceed in the aggregate 17½ per cent. The foregoing Royalty Assignment is subject to the limitation of overriding royalties as specified in 43 C.F.R. Sec. 192.83.

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

Witness: Assignee:

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

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

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

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

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

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

[redacted] ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING [redacted]

OIL AND GAS LEASE #'s W-43572, W-43571, W-32695, W-32687, W-32694.

KNOW ALL MEN BY THESE PRESENTS, That R. J. Hollberg, Jr. and Lois R. Hollberg, husband and wife of 225 North State Street, Salt Lake City, Utah 84103, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS		PER CENT
John E. Hansen	P. O. Box 3070,	Midland, Texas)	.01 %
James R. Elliott	P. O. Box 3070,	Midland, Texas)	(in equal shares)

$4.00

Jan. 10, 1977 9:00A
133PR 6
487634

Being in all a total of an undivided One percent (1) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Lincoln & Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

W-43572	T28N, R116W, 6th PM;	Sec. 32 & 33, All; Sec. 31, Lots 5,6,7,8 E½W½, E½;	1883.04
W-43571	T28N, R116W, 6th PM;	Sec. 8,15,16,17, All;	2560.00
W-32695	T28N, R116W, 6th PM;	Sec. 20,21,22,23, All;	2560.00
W-32687	T28N, R115W, 6th PM;	Sec. 19, Lots 5,6,7,8 E½W½, E½; Sec. 20, W½; Sec. 28, W½; Sec. 29, All; Sec. 30, Lots 5,6,7,8 E½W½, E½;	2488.22
W-32694	T28N, R116W, 6th PM;	Sec. 13,14,24,25, All;	2560.00
			Acres

158311

RECORDED January 21 19 77 10:00 AM
IN BOOK 53 Oil & Gas PAGE 521
FEES $3.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Denton

Containing 12,051.26 acres, more or less.

WITNESS our hands this 22nd day of December, 19 76

Witnesses:

R. J. Hollberg

Lois R. Hollberg

STATE OF Utah
COUNTY OF Salt Lake } ss.

On the 22nd day of December, 19 76, before me personally appeared R. J. HOLLBERG, JR & LOIS R. HOLLBERG the signers of the above instrument, who duly acknowledged to me that THEY executed the same.

Notary Public

My commission expires:
July 2, 1980

Residing in West Jordan, Utah

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 January, A. D. 19 77.

A. E. KING
Commissioner of Public Lands

SLO-25

158333

RECORDED January 24 19 77 9:00 A M
IN BOOK 53 Oil & Gas Lse PAGE 523
FEES $ 6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Renton

...ed by
...ril 6, 1972

STATE OF WYOMING

APPLICATION TO LEASE AND LEASE FOR OIL AND GAS

RETURN TO:
MESA PETROLEUM CO.
P. O. BOX 2009
AMARILLO, TEXAS 79105

This space for office use only

77- 0047

THE COMMISSIONER OF PUBLIC LANDS,
...of Wyoming, Cheyenne, Wyoming

NOLA GRACE PTASYNSKI
(Name of Applicant)

Box 43
(Number and Street)

Casper, Wyoming 82601
(City and State)

...by offers to lease for the purpose of prospecting for, developing, producing and marketing oil, gas, and other kindred ...carbons all or any of the lands described in item 2 that are available for lease, in accordance with the Laws of the State ...oming, and the rules and regulations governing the issuance of Oil and Gas leases made and established by the State ...d of Land Commissioners and now in force, subject to the lease terms appearing upon the reverse of this offer to lease.

2. Land requested	3. Land included in lease
	(Not to be filled in by Offeror)
SUBLETTE (County) / COMMON SCHOOL (Fund)	(County) / (Fund)
...30 N., R. 111 W., 6th P.M.	T. ... N., R. ... W., 6th P.M.
...nter here the ...reel Number ...plied for if ...Simultaneous ...ing List. 733	This lease embraces the area and the land described in item 2.
Sec. 36 All	
...tal Area 640.00 Acres	Total Area ... Acres

4. Amount remitted: Filing Fee ... $ 15.00

Advanced Rental (To be computed at 50¢ per acre or fraction thereof) ... $ 320.00

Total $ 335.00

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 inten...on 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 ...n 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 ...y a partnership or association, are as follows: ...

The name and address of each such corporation, or its service agent, and the State of its incorporation, are as follows:

(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 ...dividual, it is further certified that he is not an officer in any corporation, a member of any partnership or association, or a ...ajority 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 ...r 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 such application at the time this offer is filed, and shown in item 3 ...to be 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 13th day of December, 1976

Lessee: NOLA GRACE PTASY... (Lessee Signature)

(Lessee Signature)

...e lease for the lands described in item 2 above is hereby issued pursuant to the provisions of the above offer and on the ...everse side hereof.

IN WITNESS WHEREOF, the said lessor has caused these presents to be signed by the Commissioner of Public Lands, ...ecretary of the Board of Land Commissioners, and the seal of the Board to be affixed.

...igned on JAN 6 1977

LESSOR: STATE OF WYOMING, acting by and through its Board of Land Commissioners.

By ...
Commissioner of Public Lands—Secretary

(Chapter 120, Session Laws of Wyoming, 1965)

EFFECTIVE DATE OF LEASE January 2, 1977

...ssigned: ...

SECTION 1. RIGHTS OF LESSEE. The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas in the lands leased together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of ten (10) years and so long thereafter as oil or gas may be produced in paying quantities.

SECTION 2. THE LESSEE AGREES:

(a) BOND. To furnish a bond with an approved corporate surety company authorized to transact business in the State of Wyoming, or such other surety as may be acceptable to the lessor, in the penal sum as required by the current rules of the State Board of Land Commissioners, conditioned upon the payment of all rentals and royalties accruing to the lessor under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the Rules and Regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon [illegible] the surface of which has been sold or [illegible] leased. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide upon commencement of drilling operations, and after the discovery of oil or gas.

(b) PAYMENTS. To make all payments accruing hereunder to the Commissioner of Public Lands, Capitol Building, Cheyenne, Wyoming 82001.

(c) RENTALS. Prior to the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the effective date hereof, an annual rental of 50¢ per acre or fraction thereof. The failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. If the time for payment falls on a day in which the State Land Office is closed, payment shall be deemed timely if made on next official working day.

After the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the first day of the lease year succeeding the lease year in which actual discovery was made, an annual rental of One Dollar ($1.00) per acre or fraction thereof, unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year. Lessor shall have no obligation hereunder to give lessee advance notice of any rental payment.

(d) ROYALTIES. The royalties to be paid by lessee are: (i) on oil, one-eighth of that produced, saved, and sold from said land, the same to be delivered at the wells or to the credit of lessor into the pipe line to which the wells may be connected; (ii) on gas, including casinghead gas or other hydrocarbon substance, produced from said land saved and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale.

Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons, and if the lessee is unable to establish a satisfactory market for the oil, gas, or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such time as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect the lessee shall continue to pay the annual rental of One Dollar ($1.00) per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

ON OTHER KINDRED HYDROCARBONS AND SUBSTANCES: On all other hydrocarbons of value and gaseous substances and elements produced or extracted, including propane, butane, sulphur, nitrogen, carbon dioxide, and helium, at such royalty as shall be mutually determined to be fair and reasonable.

For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item; provided, however, that the allowance for the cost of extraction may exceed two-thirds of the amount or value only on approval of the lessor and in no event shall the price for gas, or natural gasoline, be less than that received by the United States of America for its royalties from the same field.

In cases where natural gas is produced and the natural-gas gasoline extracted therefrom only one royalty shall be paid, except in the event the residue or dry gas shall be marketed it shall then constitute a separate commodity and a royalty shall be paid thereon as above provided.

Natural gas and oil actually used for operating purposes upon the land and, except as to the ultimate sale thereof, gas or liquid hydrocarbons returned to the sand for stimulating the production of oil or secondary recovery purposes shall be royalty free.

(e) DISPOSITION OF ROYALTY OIL AND GAS. To deliver to the lessor, or to such individual, firm or corporation as the lessor may designate, all royalty oil, gas, or other kindred hydrocarbons, free of charge on the premises where produced; or, at the option of the lessor, and in lieu of said royalties in kind, the lessee agrees to pay the lessor the field market price or value of all royalty oil, gas, or other kindred hydrocarbons produced and saved.

When the lessor elects to take its royalty oil, gas, or other hydrocarbons in kind such oil, gas, or other kindred hydrocarbons shall be good merchantable oil, gas, or other kindred hydrocarbons. The lessee shall if necessary furnish storage for royalty oil free of charge for thirty (30) days after the end of the calendar month in which the oil is produced, upon the leased premises, or at such place as the lessor and the lessee may mutually agree upon, provided, that the lessee shall not be held liable for loss or destruction of royalty oil so stored from causes beyond his control.

The free storage of oil, as herein provided, shall apply only as long as the said oil is the property of the lessor.

(f) MEASUREMENTS OF PRODUCTION. To gauge, measure and correct for temperature all production from said lands in conformance with the Rules and Regulations adopted by the Board of Land Commissioners and report said production to the 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 next succeeding [illegible] month of production and removal and sale of the [illegible] 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 herein leased, and the [illegible] of the [illegible] well [illegible] on offset [illegible] upon operating [illegible] land 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 [illegible] 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.

REASSIGNMENT RIDER

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least thirty (30) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should Assignor hereunder elect to receive such a reassignment same will be delivered by Assignee prior to the Anniversary date of the lease. Assignee's liability shall be limited to the amount paid as cash consideration for this lease.

NRP

158334

RECORDED January 24, 1977 9:00 A.M
IN BOOK 53 Oil & Gas Leases PAGE 526
FEES $4.50 Lois D. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

RETURN TO:
MESA PETROLEUM CO.
P. O. BOX 2009
AMARILLO, TEXAS 79105

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

Kintzel Blue Print Co.
134 N. Center Street
Casper, Wyoming

99

KNOW ALL MEN BY THESE PRESENTS: That I, we, Nola Grace Ptasynski, P. O. Box 43, Casper, Wyoming 82602, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 77-0047, and covering land situate in Sublette County, Counties, described as follows:

Township 30 North, Range 111 West, 6th P.M.
Section 36: All

and containing 640.00 acres more or less, for and in consideration of the sum of TEN Dollars ($10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto Mesa Petroleum Co., Box 2009, Amarillo, Texas, assignee, all right, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 30 North, Range 111 West, 6th P.M.
Section 36: All

and containing 640.00 acres, more or less, reserving, however, unto assignor Five percent of eight-eights (5% of 8/8ths) overriding royalty interest

TO HAVE AND TO HOLD unto the said Mesa Petroleum Co., their successors and assigns, subject to the terms and conditions of said lease; the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is executed this 10th day of January, 1977.

Nola Grace Ptasynski
Assignor-Lessee

WITNESS:

By _____
President

Attest:

_____
Secretary

(SEAL)

SEE REASSIGNMENT ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

ACKNOWLEDGMENT (For use by Individual)

State of WYOMING }
County of NATRONA } ss.

On this 10th day of January, A. D. 19 77, before me personally appeared Nola Grace Ptasynski 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 10th day of January, A. D. 19 77.

Margaret Matlack
Notary Public

(SEAL)

My Commission expires: April 4, 1978

MARGARET MATLACK - Notary Public
County of Natrona State of Wyoming
My Commission Expires Apr. 4, 1978

ACKNOWLEDGMENT (For use by Corporation)

State of _____ }
County of _____ } ss.

On this _____ day of _____, A. D. 19_____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, A. D. 19_____.

_____
Notary Public

(SEAL)

My Commission expires: _____

Assignment approved by Board of Land Commissioners: _____

Assignment recorded in the Office of the Commissioner of Public Lands: _____

(Fee for recording this form of assignment is $10.00. If other terms are desired incorporated in the assignment a special form should be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

Form Approved: 3-2-50

STIPULATION OF INTEREST

This Stipulation of Interest is made and entered into this 10th day of January, 1977 in order to clarify the ambiguity in the ownership of the leases described on Exhibit A attached hereto which ambiguity has arisen by virtue of (1) a two and one-half percent (2½%) overriding royalty assigned to Dick V. Welch on February 24, 1975 by C & K Petroleum, Inc., which assignment was recorded twice; first on April 3, 1975 (Book 51, Page 345) and second on October 14, 1975 (Book 51, Page 648) and (2) an assignment of working interest assigned to Dick V. Welch by C & K Petroleum, Inc. dated August 5, 1976, and recorded in Book 53 on Page 84 of the records of Sublette County, Wyoming.

For and consideration of the mutual covenants herein contained, it is agreed that the blanket assignment from C & K Petroleum, Inc. (C & K) to Dick V. Welch (Welch) dated August 5, 1976, covering the leases described on Exhibit A hereto merged the overriding royalty previously assigned to Welch on February 24, 1975 with the working interest conveyed by assignment dated August 5, 1976 from C & K to Welch, and that the present interests in the Oil and Gas Leases shown on Exhibit A hereto is as follows:

TYPE OF INTEREST	OWNER	PERCENTAGE
Royalty	Miller, et al	12.5%
Overriding Royalty	Stuart McKinley	5.0%
Overriding Royalty	Dick V. Welch	2.5%
Working Interest	Kenneth D. Luff	80.0%

WITNESS my hand this 10th day of January, 1977.

Dick V. Welch
DICK V. WELCH

STATE OF

COUNTY OF

On this 17 day of Jan, 1977, before me personally appeared DICK V. WELCH, to me known to be the person who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and official seal this 17 day of Jan, 1977.

Lois D Walker
Notary Public

My commission expires:
JOAN K. WILLIS
NOTARY PUBLIC LINCOLN CO.
My Commission Expires July 16, 1977

158335

RECORDED January 21st 19 77 11:12 A.M.
IN BOOK 53 Misc. Records PAGE 528
FEES $4.50 Lois D. Hoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

EXHIBIT "A"

TO STIPULATION OF INTEREST dated January 10, 1977,
by DICK V. WELCH

LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED Book	Page
Robert Mickelson Miller, Jr.	Stuart M. McKinley	10/28/74	Township 29 North, Range 112 West Section 4: W½SW¼ Section 5: S½SE¼, NE¼SE¼ Section 8: E½ Section 9: SW¼NW¼, NW¼SW¼	51	265-66
Priscilla M. Bower	Stuart M. McKinley	10/28/74	SAME AS ABOVE	51	260-61
Priscilla M. Bower, Guardian	Stuart M. McKinley	10/28/74	SAME AS ABOVE	51	263-64

530

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)

me
eet
y
te
Code

Viola J. Kirkwood
P. O. Box 1706
Casper, WY 82601

W 43214
(Serial Number)

This lease is subject to the determination by the Geological Survey as to whether the lands herein described were on a known geologic structure of a producing oil or gas field as of the date of signing hereof by the authorized officer.

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: State: Wyoming County: Sublette

T 30 N, R 113 W, 6th Prin. Mer.
Sec 2: Lots 3, 4, S½NW¼, SW¼
Sec 6: Lots 6, 7, E½SW¼
T 31 N, R 113 W, 6th Prin. Mer.
Sec 34: SW¼
Sec 35: SW¼SW¼

U.S. Geological Survey reports lands in lease were not within a known Geologic Structure on date of lease issuance

158336

RECORDED January 24 19 77 9:00 A.M
IN BOOK 53 Oil & Gas Lse PAGE 530
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Renton

Containing a total of 686.89 acres	Annual Rental . . . . . $ 343.50

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: FEB 1 1974

THE UNITED STATES OF AMERICA

By [signature]
(Signature of Signing Officer)
Chief, Oil &
Gas Section
(Title)

January 23, 1974
(Date)

LEAS[redacted]MS

Sec. 1. *Rights of lessee.*—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) *Bonds.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000, upon the inclusion of any part of the lessed land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times [illegible] the penal sum of [illegible] with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond be furnished by an operator of the lease [illegible]. (5) Until a general lease bond is filed to [illegible] the penal sum of not less than [illegible] a bond is required by law for [illegible] of such fede rights. In lieu of any of the bonds [illegible] herein, the lessee may file such other bond as the regulations may permit.

(b) *Cooperative or unit plan.*—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) *Wells.*—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties in amounts or value of production removed or sold from the the leased lands as follows:

Rentals.—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:
  (i) For each lease year a rental of 50 cents per acre or fraction of an acre.
(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:
  (i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.
  (ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than $1 per acre, and the prescribed minimum royalty of $1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b)(ii) above.

Royalty on production.—(1) To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation (43 CFR 3102.2). If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Contracts for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands, and a report with respect to shut-in wells, investments, depreciation and costs.

(h) *Well records.*—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(i) *Inspection.*—To keep open at [illegible] reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(j) *Diligence, prevention of waste, health and safety of workers.*—To exercise reasonable diligence in drilling and producing the wells herein provided for, unless consent to suspend [illegible] 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 [illegible] or contamination of gas [illegible] wells drilling or producing on other lands of this lessor of any prior lease or permit upon which the right to this lease was based before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost. *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) *Taxes and wages, freedom of purchase.*—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) *Equal opportunity clause.*—During the performance of this contract the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Assignment of oil and gas lease or interest therein.*—As required by applicable law, to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(n) *Pipelines to purchase or convey at reasonable rates and without discrimination.*—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U.S.C. sec. 351).

(o) *Lands patented with oil and gas deposits reserved to the United States.*—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) *Reserved or segregated lands.*—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) *Protection of surface, natural resources, and improvements.* The lessee agrees to take such reasonable steps as may be needed to prevent operations on the leased lands from unnecessarily: (1) causing or contributing to soil erosion or damaging crops, improved forage, and timber growth thereon or on Federal or non-Federal lands in the vicinity; (2) polluting air and water; (3) damaging improvements owned by the United States or other parties, or (4) destroying, damaging or removing fossils, historic or prehistoric ruins, or artifacts and upon any partial or [illegible] relinquishment or the cancellation or expiration of this [illegible] lease, or at any other time prior thereto when required and to the extent deemed necessary by the lessor to fill any pits, ditches and other excavations, remove all debris, and so far as reasonably possible, restore the surface of the leased land and access roads to their former condition, including the removal of structures as and if required. The lessor may prescribe the steps to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic value.*—When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performance of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

(r) *Overriding royalties.*—Not to create overriding royalties or excess of five percent except as otherwise authorized by the regulations.

(s) *Deliver premises on cause 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 [illegible] 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 purposes.

[illegible] the right [illegible] the lessee [illegible] law or laws hereafter enacted, insofar as [illegible] necessary for the use of the lessee in the extraction and removal of the oil and gas therein, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) *Monopoly and fair prices.*—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) *Helium.*—Pursuant to Section 1 of the act as amended, the ownership of helium and the right to extract or have it extracted from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If the lessor elects to take the helium, the lessee shall deliver all or any portion of gas containing the same to the lessor, in the manner required by the lessor, at any point on the leased premises, or, if the area is served at the time of production by a gas-gathering system owned or operated by the lessee, at any point in that system specified by the lessor, for extraction of the helium by such means as the lessor may provide. The residue shall be returned to the lessee, with no substantial delay in the delivery of the gas produced from the well to the owner or purchaser thereof. Save for the value of the helium extracted, the lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. The lessor reserves the right to erect, maintain, and operate any and all reduction works necessary for extraction of helium on the leased premises. The lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that the lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold, and that the lessor may take the gas from a pipeline carrier or any other gas-gathering system and extract the helium and return the gas to the owner thereof, without delay other than that caused by the extraction process; save for the value of the helium, the owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the rights of the lessor.

(e) *Taking of royalties.*—All rights pursuant to section 36 of the act to take royalties in amount or in value of production.

(f) *Casing.*—All rights pursuant to section 40 of the act to purchase casing, and lease or operate valuable water wells.

Sec. 4. *Drilling and producing restrictions.*—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

Sec. 5. *Surrender and termination of lease.*—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 6. *Purchase of materials, etc. on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period: *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. *Proceedings in case of default.*—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or shall make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in operating or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of cancellation and forfeiture, or for the same cause occurring at any other time.

Sec. 8. *Heirs and successors-in-interest.*—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(3), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Secs. 431, 432, and 433, Title 18 U.S.C., relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

* U.S. Government Printing Office: 1973—786-167/13 Region 8

532

Form 3106–5
(February 1971)

KINTZEL BLUE PRINT CO
CASPER WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

4249

FORM APPROVED
OMB NO. 42–R1599

Serial No.
W-43214

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

WILLIAM C. KIRKWOOD
P. O. BOX 3439
CASPER, WYOMING 82602

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* February 1, 1974, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

158337

2. Describe the lands affected by this assignment *(43 CFR 3101.2–3)*

T 30 N, R 113 W, 6th P.M.
Section 2: Lots 3,4, S½NW¼, SW¼
Section 6: Lots 6,7, E½SW¼
T 31 N, R 113 W, 6th P.M.
Section 34: SW¼
Section 35: SW¼SW¼
Sublette County, Wyoming
Containing 686.89 acres, more or less.

RECORDED January 24, 1977 9:00 A.M
IN BOOK 53 Oil & Gas Lse PAGE 532
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 100%

4. What part of the record title interest is being retained by assignor(s)? None

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* FIVE PERCENT OF 8/8ths (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 23 day of November, 19 76

Viola J. Kirkwood
(Assignor's Signature)

VIOLA J. KIRKWOOD

P. O. BOX 3439
(Assignor's Address)

CASPER, WYOMING 82602
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below.

SAME LANDS DESCRIBED AS ITEM 2

Assignment approved effective DEC 1 1976

By Glenna W. Lance
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

NOV 5 1976
(Date)

NOTE: This form may be reproduced provided that copies are in accordance with the provisions of 43 CFR 3106 [redacted] reproductions on one sheet of both sides [redacted] 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 [xx] 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 — see Special 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 leases or 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 November, 19 76

William C. Kirkwood
(Assignee's Signature)

William C. Kirkwood
P.O. Box 3439
Casper, Wyoming 82602
(Address, include zip code)

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 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 23 day of November, 19 76, personally appeared VIOLA J. KIRKWOOD

and

to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public
County of Natrona State of Wyoming
My Commission Expires Oct. 23, 1979

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Shaun L. McGarrah
Notary Public.

My Commission Expires

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE Wyoming 056040

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Leslie C. Hanvey

13601 Preston Road # 219-G Dallas, Texas 75240

_____, 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
Donald D. Bruce	4 Lemon Park East # 213 Dallas, Texas 75204	1%

ing in a total of an undivided one per cent 1%

_____ overriding royalty on all of the oil, gas and ther hydrocarbon substances that may be produced, saved and marted from the following described lands situated in Sublette unty, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 30 North, Range 115 West

Section 3: lots 1, 2, S½ NE¼
Section 10: NE¼, E½, SE¼
Section 23: E½
Section 26: E½, SW¼
ection 27: E½
ection 35: All
Containing 2162.49 acres, more or less, Sublette County, Wyoming

158338

RECORDED January 24 19 77 9:00 A M
IN BOOK 53 Oil & Gas Lse PAGE 534
FEES $4.25 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Containing 2162.49 acres, more or less.

WITNESS our hands this 2 day of November, 1976.

Witnesses:

Cody Francis

Leslie C. Hanvey
LESLIE C. HANVEY

[redacted]

[redacted]

STATE OF

COUNTY OF

On the 14 day of November, 1916,

before me personally appeared Leslie C. Worley

, the signor of the above instrument, who

duly acknowledged to me that he executed same.

Jessie N. Proctor
Notary Public

Residing in Dallas
County, Texas

My Commission Expires:

November 8, 1917

FILED FOR RECORD AT THE REQUEST OF
GRAHAM TITLE CO.
1916 NOV 11 AM 10:00
CHAS. F. TERRELL, COUNTY CLERK
DALLAS COUNTY, TEXAS
By SYBIL JEFFRIES

536

ITED STATES OF AMERICA
rtment of the Interior
eau of Land Management

OIL AND GAS LEASE
Office [illegible]
Serial No. [illegible]
Date of Lease [illegible]
Date of Offer (if lease not issued) _____
Original Lessee [illegible]

NOT TO BE FILLED IN BY LESSEE
Receipt No. _____
The following to be filled in by land office when new serial number is required:
New Serial No. _____

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

ASSIGNMENT made and entered into this [illegible] day of [illegible], 19[illegible], by and between
[illegible]
[illegible]
[illegible]
, hereinafter called Assignor (whether one or more), and
[illegible]
[illegible]
[illegible]
, hereinafter called Assignee, DOES WITNESS THAT

and in consideration of the sum of [illegible] Dollars
hand paid by Assignee to Assignor, receipt of which is hereby acknowledged, it is agreed by and between the parties as follows, to wit:

1. Assignor does hereby assign, transfer, and set over to Assignee all right, title and interest in and to
e United States oil and gas lease designated above, and the offer therefor if the lease has not yet issued, (hereinafter referred
as "the lease"), in so far as it covers the following described land (hereinafter referred to as "the assigned land") situate in
[illegible] County, [illegible], to wit:

Township 31 North, Range 117 West, 6th P.M.
Section 31: Lots 1, 2, 3, 4, E/2 W/2
Township 32 North, Range 117 West, 6th P.M.
Section 1: Lots 1, 2, 3, 4, S/2 N/2
Section 2: Lot 1
Section 12: E/2 NE/4, NE/4 SE/4
Containing 571.71 acres, more or less

158339

RECORDED January 24 1977 9:40 A.M.
IN BOOK 53 Oil & Gas Lse PAGE 536
FEES $4.50 Lisa J. Hale COUNTY CLERK
SUBLETTE COUNTY CLERK
by Marilyn Worton

HAVE AND TO HOLD unto Assignee absolutely, subject to the overriding royalty herein reserved and all of the other terms and pro-
ons hereof.

2. The rate of the overriding royalty herein reserved to Assignor is Two (2) per cent.

3. The overriding royalties previously reserved total None per cent.

4. Reservation of Overriding Royalty. Assignor reserves and retains, and Assignee agrees to pay and deliver to Assignor, an overriding
alty at the percentage rate hereinabove specified in and to the gross proceeds received from the sale at the well, or if not sold at the well but
l or marketed off the leased premises, then the market value at the well, of the oil, gas, casinghead gas and other leased substances if, as and
n produced, saved, sold and marketed by Assignee from the assigned land under the terms and provisions of the lease or any extension
enewal thereof.

Assignee may use oil, gas, casinghead gas and other leased substances free from the payment of overriding royalty for the development
operation of the assigned land and of land with which the same may be pooled or unitized.

The overriding royalty herein reserved is subject to the payment of its proportionate part of any ad valorem, severance, gross pro-
tion, net proceeds, gross proceeds, or other form of tax which is based upon or measured by the value of the lease or the amount or value
he production therefrom, or which has as its incidence the ownership of the lease or the severance, production, sale or removal of oil, gas,
inghead gas, or other leased substances therefrom or the receipt of the proceeds of the sale of such substances.

If it is necessary to treat the leased substances in order to render them marketable as crude products on the lease where produced — as,
example, by heating, dehydration, desulfurization, compression, — the overriding royalty herein reserved shall bear the burden of its pro-
tionate part of the expense of such treating.

5. Pooling and Unitization. If the lease is now or hereafter pooled or unitized as to the assigned land or any part thereof for the purpose
developing and operating the same as a unit with other land, such pooling or unitization shall extend to and be binding on the over-
ing royalty herein provided for, and it shall be paid upon the basis of the production allocated to the assigned land under the plan or
eement of pooling or unitization, rather than upon the basis of the actual production therefrom. It shall not be necessary for Assignor
execute or join in any plan or agreement of pooling or unitization, but Assignor agrees to do so upon the request of Assignee. If Assignor
ls or fails to execute any such plan or agreement, Assignee is hereby authorized to execute the same as the Attorney in Fact, and in the
e, place and stead, of Assignor. Such authorization extends to and includes any agreement provided for or permitted by the Mineral
sing Act, as amended, and the rules and regulations issued pursuant thereto.

6. Suspension of Overriding Royalty. If the overriding royalty herein reserved, when added to overriding royalties or payments out of
duction previously created and to the royalty payable to the United States, aggregates in excess of 17½ per cent, the obligation to pay
h excess overriding royalty shall be suspended when the average production per well per day averaged on a monthly basis is (a) as to oil,
barrels or less and (b) as to gas, 500,000 cubic feet or less. This limitation shall apply separately to any zone or portion of the lease segre-
d for computing Government royalty.

7. Lessor Interest Clause. If the lease covers less than the entire and undivided fee simple estate in the assigned land, or if this instru-
t transfers less than the entire interest in the lease as to the assigned land, then the overriding royalty herein provided for shall be paid to
ignor only in the proportion that the working interest acquired hereunder by Assignee bears to the working interest Assignee would have
uired if the lease covered the entire and undivided fee and this instrument transferred the entire interest therein to Assignee.

8. No Development Obligations to Assignor. The overriding royalty herein provided for being payable only if, as and when oil, gas,
inghead gas, and other leased substances are produced and marketed from the assigned land, the creation and existence of such overriding
alty shall not subject or impose upon Assignee any obligation or duty to Assignor, express or implied, with respect to the exploration,
elopment or operation of the assigned land, including the protection of the same from drainage and the marketing of production there-
n. Such exploration, development and operation shall be at the sole discretion of Assignee, and a suspension of operations and/or pro-
ction may be applied for and granted at any time without the consent of or notice to Assignor.

9. Release of Lease. Assignee may release, relinquish and surrender the lease to the Lessor as to the assigned land, in whole or in part,
thout notice to or offer to reassign to Assignor, and be thereupon relieved and discharged of all obligations to Assignor not theretofore
ued as to the lands so relinquished.

10. Assignment. If the estate or interest of either party hereto is assigned, and the privilege of assignment in whole or in part is expressly
ed, the covenants hereof shall extend to their heirs, executors, administrators, successors and assigns, but no change in the ownership of
overriding royalty herein provided for shall be binding on Assignee until after Assignee has been furnished with a written transfer or
ument or a certified copy thereof. An assignment of the lease in whole or in part shall, as to the extent of such assignment, relieve
discharge Assignee of all obligations hereunder not theretofore accrued.

11. Warranties. Assignor, for himself, his heirs, successors and representatives, covenants with Assignee, its successors and assigns, that
nor is the lawful owner of the interest herein designated in the lease and rights and interests thereunder, and the personal property thereon
d in connection therewith; that Assignor has good right and authority to sell and convey the same; that said rights, interests and property
e and clear from all liens and encumbrances, except the overriding royalties, if any, above designated as having been heretofore reserved;
t all rentals and royalties due and payable thereunder have been paid; and that Assignor will warrant and defend the same against the lawful
ims and demands of all persons whomsoever.

12. Further Assurances. Assignor agrees that if the authority having power to approve this assignment shall fail or refuse to approve
, Assignor will execute and deliver to Assignee such other or further instruments as may be acceptable to such approving authority for
assignee of the rights herein provided for, or the equivalent thereof.

ecuted the day and year above written.

Donald D Bruce

ignment approved effective _____

UNITED STATES OF AMERICA

By _____
Signing Officer

Title

Assignor

[redacted] -27525-00 [redacted]

[redacted] A[redacted]olorado, Idaho, Kansas, Michigan, Mont[redacted]
Nebraska, Nevada, New Mexico, North Dakota,
Oklahoma, South Dakota, Tennessee, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

STATE OF Colorado }
COUNTY OF Arapahoe } SS.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 4th day of January, 19 72, personally appeared Arnold A. Brucc, to 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 2-20-72

Sharon A. Brooks
Notary Public

Arizona, Colorado, Idaho, Kansas, Michigan, Montana,
Nebraska, Nevada, New Mexico, North Dakota,
Oklahoma, South Dakota, Tennessee, Utah, Wyoming
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 _____, to 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

Colorado, Idaho, Kansas, Montana, Nebraska,
North Dakota, Oklahoma, South Dakota
ACKNOWLEDGMENT — CORPORATION

STATE OF _____ }
COUNTY OF _____ } SS.

BEFORE ME, a Notary Public in and for said County and State, on this _____ day of _____, 19____, personally appeared _____, to me known to be the President of _____ and to be the identical person who subscribed the name of _____ to the foregoing instrument as its _____ President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

My Commission Expires

_____
Notary Public

ASSIGNMENT AFFECTING RECORD
TITLE TO OIL AND GAS LEASE

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

No. of acres _____ County _____

Term _____

STATE OF _____ }
COUNTY OF _____ } ss.

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock ____M., and duly recorded in Book _____ Page _____ of the records of this office.

_____ County Clerk—Register of Deeds.

By _____ Deputy.

When Recorded
Return to _____

Arizona, Michigan, Nevada, New Mexico, Tennessee, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

STATE OF _____ }
COUNTY OF _____ } SS.

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

8-55

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

AFFECTING UNITED STATES OIL AND GAS LEASE

DISTRICT LAND OFFICE - CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS: That ESTHER CHORNEY, Suite 432, 675 17th Street, Denver, Colorado 80202, 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 an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of two percent of eight-eighths (2% of 8/8ths) on all of the oil, gas and other hydrocarbon substances that may be produced, saved or marketed from the following described 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 that certain oil and gas lease described as follows:

United States Oil and Gas Lease bearing
Serial No. Wyoming 56018, dated September 1, 1976,
covering the following described lands:

Township 37 North, Range 113 West, 6th P.M.

Section 5: Lots 3, 4, $SE\frac{1}{4}$
Section 6: Lots 1, 2
Section 8: $SW\frac{1}{4}$
Section 17: $NW\frac{1}{4}$
Section 19: $S\frac{1}{2}NE\frac{1}{4}$
Section 20: $SW\frac{1}{4}$
Section 29: $W\frac{1}{2}$, $W\frac{1}{2}SE\frac{1}{4}$
Section 30: $E\frac{1}{2}$

Containing 1,469.63 acres, more or less

158375

EXECUTED this 22nd day of December, 1976.

RECORDED January 26 1977 9:00 A M
IN BOOK 53 Oil & Gas Lease PAGE 539
FEES $3.75 Lois J. Yate COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Esther Chorney
ESTHER CHORNEY

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Before me, the undersigned, a Notary Public, in and for said County and State, on the 22nd day of December, 1976, personally appeared Esther Chorney, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Judith A. Gallin
Notary Public

My commission expires April 30, 1977

RELEASE OF OIL AND GAS LEASE

THE STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE)

THAT, Oil and Gas Futures, Inc. of Texas, Terra Resources, Inc., Rainbow Resources, Inc., Pinedale Corporation, Greenbrier Operating Co., and Petroleum Resources Company, for and in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby RELEASE, RELINQUISH AND SURRENDER unto Fred E. Shriver and Erma D. Shriver, husband and wife, of Pinedale, Wyoming, their respective heirs, successors, assigns, and legal representatives, ALL RIGHT, TITLE AND INTEREST in and to the Oil and Gas Lease described hereinbelow covering lands situated in Sublette County, Wyoming:

> Lease dated April 5, 1967, Fred E. Shriver and Erma D. Shriver, Lessor, Erving Wolf, Lessee, covering 671.03 acres, more or less, which lease is recorded in Oil & Gas Book 41, Page 356, Sublette County, Wyoming.

IN WITNESS WHEREOF, the undersigned owners and releasors have executed this Release the 20th day of October, 1976.

158415

RECORDED January 26 1977 9:00 A.M
IN BOOK 53 Oil & Gas Lse PAGE 541
FEES $ 7.50 Lois J. Yorke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Gordon

J. F. DOUGHERTY, Attorney-in-Fact for
OIL AND GAS FUTURES, INC. OF TEXAS

ATTEST:
D. E. Ewing Secretary

TERRA RESOURCES, INC.

By
R. W. Winters President

RAINBOW RESOURCES, INC.

ATTEST:
Assistant Secretary

By
Charles A. Shear, Vice-President

PINEDALE CORPORATION

ATTEST:
Secretary

By
President

GREENBRIER OPERATING CO.

ATTEST:
Secretary

By
President

PETROLEUM RESOURCES COMPANY

ATTEST:
Secretary

By
Executive Vice President

541

STATE OF TEXAS

COUNTY OF HARRIS

On this 1st day of November, 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 Attorney in Fact for OIL AND GAS FUTURES, INC. OF TEXAS, a corporation, and that said instrument was signed by him as Attorney in Fact for and in behalf of said corporation, and said J. F. Dougherty acknowledged said instrument to be the free act and deed of said corporation and his own free act and deed for the uses, purposes, and consideration therein expressed.

Witness my hand and seal this 1st day of November, A.D. 1976.

GWEN HUGHEN
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1977

Gwen Hughen
Notary Public

STATE OF OKLAHOMA

COUNTY OF TULSA

On this 16 day of November, A.D. 1976, before me personally appeared R. W. Winters, to me personally known, who being by me duly sworn, did say that he is the President of TERRA RESOURCES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said R. W. Winters acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 16 day of November, A.D. 1976.

My Commission expires: 7-20-80

Patricia A. Fields
Notary Public

STATE OF COLORADO

COUNTY OF ~~DENVER~~ Jefferson

On this 23rd day of December, A.D. 1976, before me personally appeared Arnold A. Shean, to me personally known, who being by me duly sworn, did say that he is the Vice-President of RAINBOW RESOURCES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Arnold A. Shean acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 23rd day of December, A.D. 1976.

My Commission expires: July 23 1978

Nancy L. Magnuson
Notary Public

STATE OF COLORADO

COUNTY OF DENVER

On this 29 day of Dec., A.D. 1976, before me personally appeared Weldon C. Tulander, to me personally known, who, being by me duly sworn, did say that he is the President of PINEDALE CORPORATION and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Weldon C. Tulander acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 29 day of Dec., A.D. 1976.

My Com[redacted] expires: June 21, 1978[redacted]

Notary P[redacted]

STATE OF TEXAS)
)
COUNTY OF DALLAS)

On this 9th day of November A.D., 1976, before me personally appeared Fred L. Oliver, to me personally known, who, being by me 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 in behalf of said corporation by authority of its Board of Directors, and said Fred L. Oliver acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 9th day of November, A.D. 1976.

My Commission expires: 6-1-77

Eleanore Randell
Notary Public

STATE OF Minnesota)
)
COUNTY OF Hennepin)

On this 14th day of December A.D., 1976, before me personally appeared Sigfred Sempsen, to me personally known, who, being by me 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 in behalf of said corporation by authority of its Board of Directors, and said Sigfred Sempsen acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 14th day of November, A.D. 1976.

My Commission expires: NOTARY PUBLIC, Hennepin County, Minn. My Commission Expires Feb. 17, 1978

Dianne L. Cretteer
Notary Public

544

20430

ASSIGNMENT OF INTEREST IN OIL AND GAS LEASE

THE STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, Oil and Gas Futures, Inc. of Texas, Suite 700, 2200 South Post Oak Road, Houston, Texas 77056 (conveying an undivided 4.666%), Terra Resources, Inc., 5416 South Yale Avenue, Tulsa, Oklahoma 74135 (conveying an undivided 17.000%), Pinedale Corporation, ~~732 Metrobank Building~~, Denver, Colorado 80202 (conveying an undivided 8.233%), and Rainbow Resources, Inc., #10 Lakeside Lane, 4704 Harlan Street, Denver, Colorado 80212 (conveying an undivided 1.000%), Assignors, for and in consideration of One Dollar ($1.00), the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto:

	An Undivided Interest of:
Farmland International Energy Co., 1212 First City East Bldg., Houston, Texas 77002	16.899%
Energy Minerals Corporation, ~~732 Metrobank Bldg.~~, Denver, Colorado 80202	11.000%
Greenbrier Operating Co., P. O. Box 297, Dallas, Texas 75221	3.000%

being 30.899% of Assignors' right, title and interest in and to the Oil and Gas Lease dated January 18, 1973, from White Acorn Sheep Company, Lessor, to Rainbow Resources, Inc., recorded in Book 49, Page 245, of the Oil and Gas Records of Sublette County, Wyoming, insofar as said lease covers the following described land in Sublette County, Wyoming:

Township 27 North, Range 103 West
Section 21: SW/4 SW/4
Section 29: NE/4 NE/4

Township 28 North, Range 103 West
Section 35: SW/4 NE/4, SE/4 NW/4

and containing 160.00 acres, more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

Notwithstanding anything herein to the contrary, Oil and Gas Futures, Inc. of Texas herein expressly excepts, reserves and retains title to an overriding royalty of 3.000% of 4.666% and Terra Resources, Inc. herein expressly excepts, reserves and retains title to an overriding royalty of 3.000% of 17.000%, of all oil, gas and casinghead gas produced, saved and marketed from the above described land under the provisions of the aforesaid lease, or any extension or renewal thereof.

153116

RECORDED January 26 19 77 9:00 A.M.
IN BOOK Oil & Gas Lease PAGE 544
FEES $7.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Tina Lee Benton

This assignment shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 1st day of October, 1976, effective as of May 1, 1976.

J. F. DOUGHERTY, Attorney in Fact for
OIL AND GAS FUTURES, INC. OF TEXAS

APPROVED

ATTEST:

D. E. Ewing Secretary

TERRA RESOURCES, INC.

By R. W. Winters
R. W. Winters President

ATTEST:

Secretary

PINEDALE CORPORATION

By
President

ATTEST:

Secretary

RAINBOW RESOURCES, INC.

By
CHARLES A. SHEAR, VICE PRESIDENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

On this 1st day of October, 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 Attorney in Fact for OIL AND GAS FUTURES, INC. OF TEXAS, a corporation, and that said instrument was signed by him as Attorney in Fact for and in behalf of said corporation, and said J. F. Dougherty acknowledged said instrument to be the free act and deed of said corporation and his own free act and deed for the uses, purposes, and consideration therein expressed.

Witness my hand and seal this 1st day of October, A.D. 1976.

GWEN HUGHEN
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1977

Notary Public

STATE OF OKLAHOMA)
)
COUNTY OF TULSA)

On this 20th day of October, A.D. 1976, before me personally appeared R. W. Winters, to me personally known, who being by me duly sworn, did say that he is the President of TERRA RESOURCES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said R. W. Winters acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 20th day of October, A.D. 1976.

Patricia A. Kulish
Notary Public

My Commission expires My Commission Expires July 20, 1980

STATE OF COLORADO)
)
COUNTY OF DENVER)

On this 29th day of October, A.D. 1976, before me personally appeared Charles A. Shear, to me personally known, who being by me duly sworn, did say that he is the Vice President of RAINBOW RESOURCES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Charles A. Shear acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 29th day of October, A.D. 1976.

Peggy M. McDow
Notary Public

My Commission expires March 31, 1980

STATE OF COLORADO)
)
COUNTY OF DENVER)

On this 30 day of October, A.D. 1976, before me personally appeared Weldon C. Tillander, to me personally known, who, being by me duly sworn, did say that he is the Pres of PINEDALE CORPORATION and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Weldon C. Tillander acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 30 day of October, A.D. 1976.

Brenda Hollar
Notary Public

My Commission expires [illegible]

[redacted] [redacted] [redacted]

#75-75
Jan 3, 1977
1328 285
487314

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE

DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, That BRYAN BELL and RUBIE C. BELL, 1331 Third Street, New Orleans, Louisiana 70130, 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
RICHARD C. BELL, Trustee	1638 Dufossat Street New Orleans, Louisiana	.15% of 8/8ths

Being in all a total of an undivided .0015 of Eight-Eighths (.0015 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 pursuant to that certain oil and gas lease and any extension or renewal thereof described as follows:

SEE ATTACHED EXHIBITS

WITNESS our hands this 30th day of December, 1976.

WITNESSES:
Barbara B. Nael
Marie Bop

Bryan Bell
BRYAN BELL
Rubie C Bell
RUBIE C. BELL

STATE OF LOUISIANA

PARISH OF ORLEANS

The foregoing instrument was acknowledged before me by BRYAN BELL and RUBIE C. BELL, 1330 Third Street, New Orleans, Louisiana 70130, this 30th day of December, 1976.

Corinne Lee Wiener
NOTARY PUBLIC

CORINNE LEE WIENER
NOTARY PUBLIC
ORLEANS PARISH
LOUISIANA
MY COMMISSION IS FOR LIFE

158458

RECORDED February 1, 1977 9:00 A.M
IN BOOK 53 Oil & Gas Lse PAGE 547
FEES $21.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

ROCK CREEK AREA

Lessee	Lease Identification	Lease Date & Expiration	Description of lands	Acreage	Existing Overriding Royalty
Edward M. Boland & Stanley M. Edwards	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	1.5%
Edward M. Boland & Stanley M. Edwards	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	1.5%
Edward M. Boland & Stanley M. Edwards	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	1.5%
Edward M. Boland & Stanley M. Edwards	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	1.5%
Edward M. Boland & Stanley M. Edwards	W-35031	9-1-72 9-1-82	Township 21 North, Range 118 West, 6th P.M. Section 25: All,	640.00	1.5%

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ROCK CREEK AREA

Lessee	Lease Identification	Lease Date & Expiration	Description of Lands	Acreage	Existing Overriding Royalty
[redacted] M. Boland & [redacted]ley M. Edwards	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: $SW\frac{1}{4}SW\frac{1}{4}$, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$, Section 34: $W\frac{1}{2}$,	2,400.00	1.5%
ward M. Boland & Stanley M. Edwards	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	1.5%
[redacted] ward M. Boland & Stanley M. Edwards	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	1.5%
[redacted] rd M. Boland & [redacted] ley M. Edwards	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	1.5%

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Lessee	Lease Identification	Lease Date & Expiration	Description of Lands	Acreage	Existing Overrid... Royalty
Edward M. Boland & Stanley M. Edwards	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	1.5%
Edward M. Boland & Stanley M. Edwards	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	1.5%
Edward M. Boland & Stanley M. Edwards	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	1.5%
Edward M. Boland & Stanley M. Edwards	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	1.5%
Edward M. Boland & Stanley M. Edwards	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	1.5%

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essee	Lease Identification	Lease Date & Expiration	Description of Lands	Acreage	Existing Overriding Royalty
dward M. Boland & Stanley M. Edwards	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	1.5%
dward M. Boland & Stanley M. Edwards	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	1.5%
Edward M. Boland & nley M. Edwards	W-36919	12-1-72 to 12-1-82	Township 24 North, Range 117 West, 6th P.M. Section 33: All,	640.00	1.5%
rd M. Boland & Stanley M. Edwards	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	1.5%
Edward M. Boland & Stanley M. Edwards	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	1.5%

Lessee	Lease Identification	Lease Date & Expiration	Description of Lands	Acreage	Existing Overrid Royalty
Edward M. Boland & Stanley M. Edwards	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	1.5%
Edward M. Boland & Stanley M. Edwards	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	1.5%
Edward M. Boland & Stanley M. Edwards	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	1.5%

Total Federal Acreage		47,821.24
Total State Acreage		6,073.67
	TOTAL ACREAGE	53,894.91
	Net Mineral acrea	6,467.3892

LESSEE	LEASE IDENTIFICATION	LEASE DATE & EXPIRATION	DESCRIPTION OF LANDS	ACREAGE	EXISTING ORR
[redacted] M. Boland [redacted]ey M. Edwards	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	1.50%
dward M. Boland tanley M. Edwards	W-34979	6-1-72 6-1-82	Township 27 N. , RAnge 115 W. 6th P.M. Sec. 11: NE¼, N½SE¼, SE¼SE¼	280.00	"
dward M. Boland tanley M. Edwards	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	"
[redacted] dward M. Boland tanley M. Edwards	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	"

Lessee	Lease Identification	Lease Date & Expiration	Description of Lands	Acreage	Stanley M. Edwards Existing ORR
Edward M. Boland Stanley M. Edwards	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	1.50%
Edward M. Boland Stanley M. Edwards	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	"
Edward M. Boland Stanley M. Edwards	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	"
Edward M. Boland Stanley M. Edwards	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	"
Edward M. Boland Stanley M. Edwards	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	"
Edward M. Boland Stanley M. Edwards	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 [illegible] 19,20,E½	2599.24	"

Lessee	Lease Identification	Expiration	Description of Lands	Acreage	Existing Well
Edward M. Boland Stanley M. Edwards	W-36036	9-1-72 9-1-82	Township 23 N., Range 115 W. 6 th P.M. 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	799.83	1.50%
Edward M. Boland Stanley M. Edwards	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	
Edward M. Boland [redacted]ley M. Edwards	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 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	
Edward M. Boland Stanley M. Edwards	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 Sec. 7: NE¼ Township 25 N. Range 115 W. 6 th P.M. Section 30: Lots 3,4, E½SW¼ Section : 31: Lots 1,2,3,4,E½W½, E½	2037.57	
[redacted]d M. Boland [redacted]ley M. Edwards	W-34510	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	

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Lessee	Lease Identification	Lease Date & Expiration	Description of Lands	Acreage	STANLEY M. EDWARDS' Existing Overriding Royalty
Edward M. Boland & Stanley M. Edwards	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	1.50%
Edward M. Boland Stanley M. Edwards	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	
Edward M. Boland Stanley M. Edwards	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	
Edward M. Boland Stanley M. Edwards	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	

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Lessee	Lease No. & Description	Expiration	Description of Lands	Acreage	
ard M. Boland nley M. Edwards	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	1.50%
[redacted] M. Boland nley M. Edwards	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	"
ard M. Boland nley M. Edwards	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	"
[redacted] M. Boland anley M. Edwards	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	"
ward M. Boland anley M. Edwards	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	"
den R. Boland	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	"
[redacted] y M. Edwards	W-37697	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	"

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Lessee	Lease Identification	Lease Date & Expiration	Description of Lands	Acreage	Stanley M. Edwards' Existing ORR
Stanley M. Edwards	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	1.50%
Arden R. Boland	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	
Carolyn S. Edwards Edward H. Boland	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	

#16.25
Jan. 3, 1977
1328 MA
487316

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned BRYAN BELL and RUBIE C. BELL, 1331 Third Street, New Orleans, Louisiana 70130 (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 RICHARD C. BELL, Trustee, 1638 Dufossat Street, New Orleans, Louisiana (hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of .0015 of Eight-Eighths (.0015 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"

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 fact that 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 30th day of December, 1976.

WITNESSES:

Barbara B. Hall

Marie Bleu

Bryan Bell
BRYAN BELL

Rubie C. Bell
RUBIE C. BELL

STATE OF LOUISIANA

PARISH OF ORLEANS

On this 30th day of December, 1976, before me appeared BRYAN BELL and RUBIE C. BELL to me personally known, who being by me duly sworn, did say that they executed the foregoing instrument as their own free act and deed this 30th day of December, 1976.

Witness my hand and official seal the day and year last above written.

Corinne Lee Wiener
NOTARY PUBLIC

CORINNE LEE WIENER
NOTARY PUBLIC
ORLEANS PARISH
LOUISIANA
MY COMMISSION IS FOR LIFE

158459

RECORDED February 1 19 77 9:00 A.M
IN BOOK 53 Oil & Gas Lse PAGE 559
FEES $7.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Clinton

ROCK CREEK AREA

Lessee	Lease Identification Wyoming State	Lease Date & Expiration	Description of Lands	Acreage	Existing Overriding Royalty
Edward M. Boland & Stanley M. Edwards	Wyo.St. 72-14401	7-2-72 7-2-82	Township 21 North, Range 118 West, 6th P.M. Section 36: All	640.00	1.5%
Edward M. Boland & Stanley M. Edwards	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	1.5%
Edward M. Boland & Stanley M. Edwards	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	1.5%
Edward M. Boland Stanley M. Edwards	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	1.5%

ssee	Lease Identification State Lands	Lease Date & Expiration	Description of Lands	Acreage	Existing Overriding Royalty
ward M. Boland & tanley M. Edwards	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	1.5%
ward M. Boland & tanley M. Edwards	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	1.5%
ward M. Boland & tanley M. Edwards	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	1.5%
ward M. Boland & tanley M. Edwards	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	1.5%
M. Boland & ey M. Edwards	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	1.5%
			Total State Acreage	6,073.67	

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"WYOMING RANGE AREA"

Lessee	Lease Identification state leases	Lease Date & Expiration	Description of Lands	Acreage	Stanley M. Edwards' Existing ORR
Edward M. Boland Stanley M. Edwards	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	1.50%
Edward M. Boland Stanley M. Edwards	Wyo. St. 72-9482	5-2-72 5-2-82	Township 26 N. Range 115 W., 6th P.M. Sec. 32: W½NE¼	80.00	"
Edward M. Boland Stanley M. Edwards	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	"
Edward M. Boland Stanley M. Edwards	Wyo. St. 72-9484	5-2-72 5-2-82	Township 23N. Range 115 W. , 6th P.M. Sec. 15: NE¼NW¼	40.00	"
Edward M. Boland Stanley M. Edwards	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	"
Edward M. Boland Stanley M. Edwards	Wyo. St. 72-9485	5-2-72 5-2-82	Township 27 N. , Range 116 W. ,6P.M. Res. Tr. 38 (Orig Sec. 36: All)	640.00	"
Edward M. Boland Stanley M. Edwards	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	"
Edward M. Boland Stanley M. Edwards	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	"
Edward M. Boland Stanley M. Edwards	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	"
			Total State Acreage	2,119.12	

orm 13—C[redacted] C OIL A[redacted]S LEASE [redacted]5, INC.
an., Okla. [redacted]257 AM 6-1681

THIS AGREEMENT, Entered into this the 15th day of November, 19 76

between ROBERT MICKELSON MILLER, JR.

hereinafter called lessor,

and KENNETH D. LUFF hereinafter called lessee, does witness:

1 That lessor, for and in consideration of the sum of $10.00 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:

SWSW, NWNW

in Section 9, Township 29 North, Range 112 West, and containing 80.00 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 or 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 15th day of November, 19 77, 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 State Bank at Big Piney, Wyoming, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Eighty and no/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. Lessee is hereby expressly granted the right and privilege (which Lessee may exercise at any time either before or after production has been obtained upon this premises or any premises consolidated herewith) to consolidate the gas leasehold estate created by the execution and delivery of this lease, or any part or parts thereof, with any other gas leasehold estate or estates to form one or more gas operating units of not to exceed approximately 640 acres each. If such operating unit or units is so created by Lessee, Lessor agrees to accept and shall receive out of the gas production from each such unit such portion of the gas royalty as the number of acres out of this lease placed in such unit bears to the total number of acres included in such unit. The commencement or completion of a well, or the continued operation or production of gas from an existing well, on any portion of an operating unit shall be construed and considered as the commencement or completion of a well, or the continued operation of, or production of gas from a well on each and all of the lands within and comprising such operating unit; provided, that the provisions of this paragraph shall not affect the payment or non-payment of delay rentals with respect to portions of this premises not included in a unit, but this lease as to such portions of this premises not included in a unit, shall be deemed to be a separate lease. In the event portions of the above described lands are included in several units, each portion so included shall constitute a separate lease, and the particular owner or owners of the lands under each separate lease shall be solely entitled to the benefits of and be subject to the obligations of lessor under each separate lease. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the consolidated acreage.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.

Witness:

Robert Mickelson Miller, Jr.

STATE OF Wyoming
COUNTY OF Sublette } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

Before me, the undersigned, a Notary Public, within and for said county and state, on this 4th day of February, 19 77, personally appeared Robert Mickelson Miller Jr.

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 _____ Notary Public.

STATE OF _____
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

Before me, the undersigned, a Notary Public, within and for said county and state, on this _____ day of _____, 19____, personally appeared _____ and _____, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires _____ Notary Public.

STATE OF _____
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR CORPORATION

On this _____ day of _____, A. D., 19____, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared _____, to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its _____ President and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires _____ Notary Public.

No. 45643

OIL AND GAS LEASE

FROM _____

TO _____

Date _____

Section _____ Twp. _____ Rge. _____

No. of Acres _____ Term _____

County _____

STATE OF _____ } ss:
County of _____

This instrument was filed for record on the _____ day of _____ 19____

at _____ o'clock _____ M., and duly recorded in Book _____ Page _____ of the records of this office.

By _____ Register of Deeds.

When recorded, return to _____

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged. For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF _____
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

Before me, the undersigned, a Notary Public, within and for said county and state, on this _____ day of _____, 19____, personally appeared _____ and _____, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires _____ [redacted] Public.

[redacted] ASSIGNMENT OF OVE[redacted]G ROYALTY INTEREST [redacted]

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, RAINBOW RESOURCES, INC., 515 Lakeside National Bank Building, Denver, Colorado, 80212, (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 STUART H. McKINLEY, Box 32, Daniel, Wyoming 83115

of _____ (hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of one-half of one percent of eight-eighths (1/2 of 1% of 8/8ths) . _____ of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to that certain oil and gas lease described as follows:

SEE ATTACHED EXHIBIT "A"

Lincoln and Sublette Counties, Wyoming

256652

RECORDED February 10 1977 10:45 AM
IN BOOK 53 (Misc Rec) PAGE 565
FEES $ 8.00 Kathy J. Hale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy Worden

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. 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 assigned, with respect to that tract or tracts, shall be proportionately reduced.

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 unavoidable 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 27th day of May, 1974.

ATTEST:

Wm. M. Kaye
Assistant Secretary

RAINBOW RESOURCES, INC.

Charles A. Shear, Vice-President

CORPORATE ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

On this 27th day of May, 1974, before me personally appeared Charles A. Shear, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of Rainbow Resources, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Charles A. Shear acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 27th day of May, 1974.

My Commission Expires: May 11,1975

Debra Allen
Notary Public

Cliff Creek Prospect

EXHIBIT "A" PAGE ONE

STATE OF WYOMING COUNTY OF LINCOLN & SUBLETTE

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE	ACRES GROSS	ACRES NET	EXISTING BURDENS
2172	Bureau of Land Management W-38924	Rainbow Resources, Inc.	12/1/73	Township 36 North, Range 116 West Section 3: All (606) Section 4: All (605) Section 9: All Section 10: All			2,491.00	2,491.00	
2173	Bureau of Land Management W-38942	Rainbow Resources, Inc.	12/1/73	Township 36 North, Range 116 West Section 14: All Section 23: All Section 26: All Section 35: All			2,560.00	2,560.00	
2174	Bureau of Land Management W-38941	Rainbow Resources, Inc.	12/1/73	Township 36 North, Range 116 West Section 27: All Section 28: All Section 33: All Section 34: All			2,560.00	2,560.00	
2175	Bureau of Land Management W-38938	Rainbow Resources, Inc.	12/1/73	Township 36 North, Range 115 West Section 6: All (608) Section 7: All Section 8: All Section 9: All			2,528.00	2,528.00	
2302	Bureau of Land Management W-41394	C. L. Shogrin	10/1/73	Township 38 North, Range 114 West Section 1: E½			320.00	320.00	3%
1038	Bureau of Land Management W-4982	Robert J. Connaghan	4/ 1/67	Township 38 North, Range 114 West Section 11: S½, S½NW¼ Section 14: N½ Section 23: W½ Section 26: NW¼			1,200.00	1,200.00	3%

EXHIBIT "A" PAGE TWO

STATE OF WYOMING COUNTY OF LINCOLN & SUBLETTE

LEASE NUMBER	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE	ACRES GROSS	ACRES NET	EXISTING BURDENS
1039	Bureau of Land Management W-20136	Shell Oil Company	4/1/73	Township 38 North, Range 114 West Section 3: S½SE¼ Section 10: SE¼ Section 15: E½ Section 22: NE¼			720.00	720.00	3%
1040	Bureau of Land Management W-24950	Lou Taubert	9/1/70	Township 38 North, Range 114 West Section 15: W½ Section 22: NW¼ Section 27: NW¼			640.00	640.00	3%
1041	Bureau of Land Management W-12569	Mrs. Ruth R. Ellbogen	7/1/68	Township 37 North, Range 114 West Section 11: E½ Section 14: E½			640.00	640.00	3%
1042	Bureau of Land Management W-14661	Vula O'Connell	10/1/68	Township 38 North, Range 114 West Section 22: SW¼			160.00	160.00	1 1/2%
1043	Bureau of Land Management W-15756	Ruth R. Ellbogen	12/1/68	Township 38 North, Range 114 West Section 3: S½NW¼, SW¼ Section 10: SW¼			400.00	400.00	3%
2024	Bureau of Land Management W-30986	William E. Potts	9/1/72	Township 35 North, Range 115 West Section 7: Lots 1,2,3,4, E½ Section 18: Lots 1,2,3,4, E½ Section 19: Lots 1,2,3,4, E½ Section 30: Lots 1,2,3,4, E½ Section 31: Lots 1,2,3,4, E½			2,473.60	2,473.60	3%

Form 3105-5
(February 1971)
FACSIMILE REPRODUCTION by
Tatlock's Inc., Denver-256-1651

568

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1369

Serial No.
W-5635

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

PANHANDLE WESTERN GAS COMPANY
a Delaware Corporation
P.O. Box 1348
Kansas City, Missouri 64141

158724

RECORDED February 14 1977 at 11:00 A.M.
IN BOOK 53 Bills Ann Lee PAGE 564
FEES $6.00 Lois J. Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Jeanine Pickett Deputy

The undersigned, as owner of 60% percent of record title of the above-designated oil and gas lease issued effective *(date)* May 1, 1967, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment *(43 CFR 3101.2-3)*

Township 30 North, Range 109 West 6th P.M.
Section 33: NE/4

containing 160.00 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 record title interest is being conveyed to assignee? *(Give percentage or share)* 60%

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.)* 60% X 6.25% (3.75%)

b. What overriding royalties or production payments if any, were previously reserved or conveyed? *(Percentage only)* 4.14375%

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 26th day of October, 1976.

(Assignor's Signature)
Marvin Davis

1100 Metrobank Building
Denver, Colorado 80202
(Assignor's Address)

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective DEC 1 1976

By
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

DEC 22 1976
(Date)

NOTE: This form may be approved provided that copies in accordance with the provisions of 43 CFR 3106 [illegible] productions on one sheet of each side 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 [ ] 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 $10.00 is attached (see Item 3 of General Instructions)
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this day of , 19

(Assignee's Signature)

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF COLORADO }
COUNTY OF DENVER } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado
Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 26th day of October, 19 76, personally appeared MARVIN DAVIS

and

, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires April 8, 1978

Notary Public

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:

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ____Individual ____Municipality ____Association _X_ Corporation
4. Assignee is the sole party in interest in this assignment (information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)
5. Filing fee of $10.00 is attached (see Item 2 of General Instructions)
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

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.

Assignee's qualifications are on file under reference number Wyoming 0321226

Executed this 19th day of November, 1976.

PANHANDLE WESTERN GAS COMPANY

R. L. Matheson, Vice-President

P. O. Box 1348, Kansas City, Missouri
64141

ASSIGNMENT OF OPERATING RIGHTS

IN CONSIDERATION of Ten and More Dollars, the receipt of which is hereby acknowledged, the undersigned BETA EXPLORATION, INC. does hereby grant and convey unto BRINKERHOFF DRILLING COMPANY, INC., 600 Denver Club Building, Denver, Colorado 80202, and BELRING COMPANY, 10000 Old Katy Road, Suite 1000, Houston, Texas 77055, in equal shares, all of Assignor's operating rights and working interests in and to the following described oil and gas leases located in Sublette County, Wyoming, to wit:

1. United States Oil and Gas Lease Wyoming 19958, insofar as the same covers the following described land:

   Township 32 North, Range 114 West, 6th PM
   Section 7: Lots 3, 4, 5, 6, 7, SE/4NW/4

   Containing 159.93 acres, more or less

2. Wyoming State Oil and Gas Lease 66-16665, insofar as the same covers the following described land:

   Township 33 North, Range 114 West, 6th PM
   Section 27: S/2S/2, NW/4SW/4
   Section 34: N/2N/2, SW/4NW/4, NW/4SW/4

   Containing 440.00 acres, more or less

3. Wyoming State Oil and Gas Lease 68-38592, insofar as the same covers the following described land:

   Township 33 North, Range 114 West, 6th PM
   Section 33: S/2NE/4, N/2SE/4, NE/4SW/4

   Containing 200.00 acres, more or less

The interests hereby assigned shall be limited to those horizons which extend from the surface of the ground down to and including the stratigraphic equivalent of a depth of 6050 feet, and shall be subject to all overriding royalty interests of record and to all the reservations and conditions contained in that certain assignment of operating rights from Sun Oil Company (Delaware) to Assignor dated November 5, 1976. This is an assignment of working interest and operating rights only, and the parties understand that record title is retained by Sun Oil Company (Delaware).

158725

RECORDED: February 14 1977 2:00 PM
IN BOOK 53 Oil & Gas Lease PAGE 571
FEES $11.25 Linda J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Brooks

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil which, when added to the overriding royalties or payments out of production of oil previously created and to the royalties 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.

This assignment is delivered without warranty of title, either express or implied.

EXECUTED this 20th day of January, 1977, effective as of 7:00 A.M. December 1, 1976.

ATTEST:

W. C. Burns, Assistant Secretary

BETA EXPLORATION, INC.

By: _____

E. E. Heiser, Vice President

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 20th day of January, 1977, by E. E. Heiser as Vice President of BETA EXPLORATION, INC.

WITNESS my hand and official seal.

My commission expires:

December 8, 1978

_____
Ina L. Jenkins, Notary Public

ASSIGNMENT AND CONVEYANCE

THIS ASSIGNMENT AND CONVEYANCE dated effective as of July 1, 1976, at 7:00 a.m., local time, is from WESTRANS PETROLEUM, INC., a Delaware corporation (herein called "Assignor"), having an address at 250 Park Avenue, New York, New York 10017, to PARTNERSHIP PROPERTIES CO., a Colorado general partnership (herein called "PPC"), having an address at 1400 Colorado State Bank Building, 1600 Broadway, Denver, Colorado 80202.

FOR $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby transfers, grants, bargains, sells, conveys and assigns to PPC the following (all of which are herein called the "Interests"):

1. The undivided interests described under "Interest A" in Exhibit "A" attached hereto and made a part hereof in and to the entire estates created by the leases described in Exhibit "A" (herein called the "Leases"), which Leases, except as otherwise provided in Exhibit "A", cover and relate to all of the hydrocarbons under the land described or referred to in Exhibit "A" (herein called the "Land"), together with identical undivided interests in and to all the property and rights incident thereto, including Assignor's rights in, to and under all agreements, leases, permits, easements, licenses and orders relating thereto; and

2. Identical undivided interests in and to all of the personal property, fixtures, equipment and improvements thereon, appurtenant thereto or used or obtained in connection therewith or with the production or treating of hydrocarbons produced therefrom or attributable thereto, and all other appurtenances thereunto belonging.

TO HAVE AND TO HOLD the Interests unto PPC and its successors and assigns forever.

Assignor, for itself and its successors and assigns, represents, warrants, and agrees to and with PPC, its successors and assigns, as follows:

1. The Interests are free and clear of all liens, encumbrances, burdens and defects of title arising by, through or under Assignor subsequent to October 13, 1976.

2. PPC shall have the benefit of and shall be protected by all of the representations and warranties which Assignor or Petro-Lewis Corporation, a Colorado corporation, is now or hereafter entitled to enforce, on behalf of itself or others, insofar as such representations and warranties relate to the Interests.

The references herein to liens, encumbrances, burdens, defects and other matters are for the purpose of defining the nature and extent of Assignor's warranty and shall not be deemed to ratify or create any rights in third parties.

All recording references in Exhibit "A" are to the official real property records of the county specified in Exhibit "A". This Assignment and Conveyance may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument; provided, however, that each counterpart to be filed for record shall contain only that portion of Exhibit "A" which covers Leases in the county in which such counterpart is to be recorded.

158735

RECORDED February 14, 19 77 2:15 P.M.
IN BOOK 53 Misc. Records PAGE 573
FEES $15.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Pinter

This Assignment and Conveyance shall bind and inure to the benefit of Assignor and PPC and their respective successors and assigns.

This Assignment and Conveyance shall not be deemed to transfer any of the undivided interests described under "Interest B" in Exhibit "A".

EXECUTED to be effective for all purposes as of the date and time first above written.

ATTEST:

John M. Rowley
Assistant Secretary

(SEAL)

WESTRANS PETROLEUM, INC.

By: D. A. Frawley
D.A.FRAWLEY Vice President

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 7th day of February, 1977.

Witness my hand and official seal.

Caroline L Coleman
Notary Public

My commission expires
My Commission Expires Aug. 1, 1978

[redacted](Attached to and made a [redacted] of Assignment and Conveyance, dated effective as of July 1, 1976) [redacted]

SUBLETTE COUNTY, WYOMING

BIRD CANYON FIELD

#41-36 State and #33-36 State.

An undivided 87.5% interest in and to the leasehold estate created by the following:

Oil and Gas Lease dated effective as of October 2, 1966, bearing Serial Number 66-15523, from the State of Wyoming, lessor, to Nat Novick, lessee, recorded in Book 48 of Oil and Gas Leases at page 143, covering the following described land:

T. 27 N., R. 112 W., 6th P.M.
Section 36: All;

subject only to the following:

A. A proportionate share of a lessor's royalty of 12.5%.

B. A proportionate share of overriding royalties totaling 12.0% before payout and 5.75% after farmout payout.

C. Operating Agreement dated July 1, 1972, among Westrans Petroleum, Inc., et al.

D. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc., as Operator, and C. C. Basset, et al, as Non-Operators.

E. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc., as Operator, and Robert Linton, et al., as Non-Operators.

F. Gas Purchase Agreement dated August 1, 1972 between Westrans Petroleum, Inc., et al., as sellers, and FMC Corporation, as buyer.

	BEFORE PAYOUT*	AFTER FARMOUT PAYOUT	AFTER PROGRAM PAYOUT
INTEREST A			
WORKING INTEREST	84.88731%	42.443660%	42.661380%
NET REVENUE INTEREST	64.08992%	34.697685%	34.8756685%
INTEREST B			
1971-B Program			
WORKING INTEREST	1.92123%	0.960610%	0.800510%
NET REVENUE INTEREST	1.45053%	0.785300%	0.654420%
1971-C Program			
WORKING INTEREST	0.69146%	0.345730%	0.288110%
NET REVENUE INTEREST	0.52205%	0.282640%	0.235520%

*The "Before Payout" interests specified in this column apply only to the #41-36 State well located in the NE¼NE¼ of Section 36, T. 27 N., R. 112 W., 6th P.M.

SUBLETTE COUNTY, WYOMING

BIRD CANYON FIELD

22-25 Federal

An undivided 50.0% interest in and to the leasehold estate created by the following:

Oil and Gas Lease dated effective as of November 1, 1966, bearing Serial Number W-2108, from The United States of America, lessor, to Jas. O. Breene, Jr., lessee, recorded in Book 47 of Oil and Gas at page 373, covering the following described land:

T. 27 N., R. 112 W., 6th P.M.

Section 25: W½;

subject only to the following:

A. A proportionate share of a lessor's royalty of 12.5%.

B. A proportionate share of overriding royalties totaling 11.25% before payout and 5.0% after farmout payout;

C. Operating Agreement dated January 4, 1972, among Westrans Petroleum, Inc., et al.

D. Gas Purchase Agreement dated August 1, 1972, between Westrans Petroleum, Inc., et al., as sellers and FMC Corporation, as buyer.

E. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc., as Operator, and C. C. Basset, et al, as Non-Operators.

F. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc., as Operator, and Robert Linton, et al., as Non-Operators.

	BEFORE PAYOUT	AFTER FARMOUT PAYOUT	AFTER PROGRAM PAYOUT
INTEREST A			
WORKING INTEREST	48.50703%	24.25352%	24.37793%
NET REVENUE INTEREST	36.98661%	20.00915%	20.11180%
INTEREST B			
1971-B Program			
WORKING INTEREST	1.09785%	0.54892%	0.45744%
NET REVENUE INTEREST	0.83711%	0.45236%	0.37738%
1971-C Program			
WORKING INTEREST	0.39512%	0.19756%	0.16463%
NET REVENUE INTEREST	0.30128%	0.16299%	0.13582%

SUBLETTE COUNTY, WYOMING

BIRD CANYON FIELD

#33-25 Federal

An undivided 25.0% interest in and to the leasehold estate created by the following:

Oil and Gas Lease dated effective as of February 1, 1967, bearing Serial Number W-3776, from The United States of America, lessor, to Josephine E. Frye, lessee, recorded in Book 41 of Oil and Gas Leases at page 445, insofar as said lease covers the following described land:

T. 27 N., R. 112 W., 6th P.M.

Section 25: E½;

subject only to the following:

A. A proportionate share of a lessor's royalty of 12.5%.

B. A proportionate share of overriding royalties totaling 5.0%.

C. Operating Agreement dated January 4, 1972, among Westrans Petroleum, Inc., et al.

D. Gas Purchase Agreement dated August 1, 1972, among Westrans Petroleum, Inc., et al., as sellers, and FMC Corporation, as buyer.

E. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc., as Operator, and C. C. Basset, et al, as Non-Operators.

F. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc., as Operator, and Robert Linton, et al., as Non-Operators.

	BEFORE PAYOUT	AFTER PROGRAM PAYOUT
INTEREST A		
WORKING INTEREST	24.25352%	24.37793%
NET REVENUE INTEREST	20.00915%	20.11180%
INTEREST B		
1971-B Program		
WORKING INTEREST	0.54892%	0.45744%
NET REVENUE INTEREST	0.45286%	0.37738%
1971-C Program		
WORKING INTEREST	0.19756%	0.16463%
NET REVENUE INTEREST	0.16299%	0.13582%

SUBLETTE COUNTY, WYOMING

BIRD CANYON FIELD

1-33-24 Federal

An undivided 25.0% interest in and to the leasehold estate created by the following:

Oil and Gas Lease dated effective as of October 1, 1968, bearing Serial Number W-15340, from The United States of America, lessor, to Ruth Fox Sears, lessee, recorded in Book 47 of Oil and Gas Leases at page 505, covering the following described land:

T. 27 N., R. 112 W., 6th P.M.

Section 24: E½;

subject only to the following:

A. A proportionate share of a lessor's royalty of 12.5%.

B. A proportionate share of overriding royalties totaling 5.0%.

C. Operating Agreement dated January 4, 1972, among Westrans Petroleum, Inc., as Operator, and Dalco Oil Company, et al., as Non-Operators.

D. Gas Contract Agreement dated August 1, 1972, among Westrans Petroleum, Inc., et al., as sellers, and FMC Corporation, as buyer.

E. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc., as Operator, and Robert Linton, et al., as Non-Operators.

F. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc., as Operator, and C. C. Basset, et al, as Non-Operators.

	BEFORE PAYOUT	AFTER PROGRAM PAYOUT
INTEREST A		
WORKING INTEREST	24.25352%	24.37793%
NET REVENUE INTEREST	20.00915%	20.11179%
INTEREST B		
1971-B Program		
WORKING INTEREST	0.54892%	0.45744%
NET REVENUE INTEREST	0.45286%	0.37738%
1971-C Program		
WORKING INTEREST	0.19756%	0.16463%
NET REVENUE INTEREST	0.16299%	0.13592%

SUBLETTE COUNTY, WYOMING

BIRD CANYON FIELD

#22-31 Federal

An undivided 25.0% interest in and to the leasehold estate created by the following:

Oil and Gas Lease dated October 21, 1966, from The United States of America, lessor, to Mrs. Margaret E. Allen, lessee, recorded in Book 47 of Oil and Gas Leases at page 477, covering the following described land:

T. 27 N., R. 111 W., 6th P.M.

Section 31: Lots 1, 2, 3, 4, 5, E½NW¼, NE¼SW¼,

subject only to the following:

A. A proportionate share of a lessor's royalty of 12.5%.

B. A proportionate share of overriding royalties totaling 5.0%.

C. Gas Purchase Agreement dated August 1, 1972, among Westrans Petroleum, Inc., et al., as sellers, and FMC Corporation, as buyer.

D. Operating Agreement, dated January 4, 1972, among Westrans Petroleum, Inc., et al.

E. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc., as Operator, and C. C. Basset, et al, as Non-Operators.

F. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc., as Operator, and Robert Linton, et al., as Non-Operators.

	BEFORE PAYOUT	AFTER PROGRAM PAYOUT
INTEREST A		
WORKING INTEREST	24.25352%	24.37793%
NET REVENUE INTEREST	20.00915%	20.11179%
INTEREST B		
1971-B Program		
WORKING INTEREST	0.54892%	0.45744%
NET REVENUE INTEREST	0.45286%	0.37738%
1971-C Program		
WORKING INTEREST	0.19756%	0.16463%
NET REVENUE INTEREST	0.16299%	0.13582%

SUBLETTE COUNTY

WYOMING

BIRD CANYON FIELD

#16-26 FEDERAL

I. An undivided 50.0% in and to the leasehold estate created by the following:

1. Oil and gas lease dated effective as of January 1, 1948 bearing serial number Evanston-025548 from the United States of American, lessor to K. Dean Butler, lessee, covering the following described land:

T27N, R112W, 6th P.M.
Section 26: NE¼

SUBJECT ONLY TO THE FOLLOWING:

A. A proportionate share of a lessor's royalty of 12.5%.

B. A proportionate share of an overriding royalty of 2.8803%.

C. Unit Operating Agreement dated April 15, 1969, among Belco Petroleum Corporation, as Operator, et al.

D. Operating Agreement dated as of November 1, 1974 between Westrans Petroleu as Operator, and Robert Linton, et al as Non-Operators.

E. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum as Operator, and C. C. Basset, et al as Non-Operators.

II. An undivided 25.0% in and to the leasehold estate created by the following:

1. Oil and gas lease dated effective as of January 1, 1948 bearing serial number Evanston-025548 from the United States of America, lessor to K. Dean Butler, lessee, covering the following described land:

T27N, R. 112 W., 6th P.M.
Section 26: NE¼

SUBJECT ONLY TO THE FOLLOWING:

A. A proportionate share of a lessor's royalty of 12.5%.

B. A proportionate share of an overriding royalty of 2.8803%.

C. Unit Operating Agreement dated April 15, 1969, among Belco Petroleum Corporation, as Operator, et al.

D. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, In as Operator, and Robert Linton, et al as Non-Operators.

E. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, In as Operator, and C. C. Basset, et al as Non-Operators.

[redacted] [redacted] [redacted]

The above described leasehold interest correspond to the following interest in the #16-26 Federal Well:

	BEFORE PAYOUT	AFTER PROGRAM PAYOUT	AFTER FARMOUT PAYOUT
INTEREST A			
Working Interest	48.5068%	24.2535%	24.3780%
Net Revenue Int.	34.1974%	20.1304%	20.2337%
INTEREST B			
1971-B			
Working Interest	1.0976%	.4574%	.9149%
Net Revenue Int.	.7740%	.3797%	.6450%
1971-C			
Working Interest	.3956%	.1646%	.3293%
Net Revenue Int.	.2786%	.1366%	.2323%

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-47004

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Panos Investment Company P.O. Box 2151 Salt Lake City, Utah 84110 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 out of following part of the premises known

NAME	ADDRESS	PER CENT
Gus Carras	P.O. Box 15383 South Salt Lake City, Utah 84115	4.50%

158801

RECORDED February 18, 1977 7:30AM
IN BOOK 53 Oil and Gas Lse PAGE 583
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Marilyn Benton

Being in all a total of an undivided 4.50% (Four and one half percent) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T-37-N, R-114-W 6th P.M.

Sec. 5: $SE\frac{1}{4}$
8: $E\frac{1}{2}$
17: $E\frac{1}{2}$
20: $NE\frac{1}{4}$

T-38-N, R-114-W, 6th P.M.

Sec. 33: $NW\frac{1}{4}$

Containing 1136.50 acres, more or less.

WITNESS our hands this 20 day of Jan, 19 77.

Witnesses:

.....

.....

Panos Investment Company
by Thomas G. Panos
Thomas G. Panos, General Partner

.....

STATE OF Utah
COUNTY OF Salt Lake } ss.

On the 20 day of Jan, 19 77, before me personally appeared Thomas G. Panos the signor of the above instrument, who duly acknowledged to me that he executed the same.

.....
Notary Public
Residing in Salt Lake City, Utah

My commission expires:
8-17-80

OIL & GAS FORM NO. 8
PETROLEUM INVESTMENT COMPANY

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

1. Each of undersigned (if more than one) is a native born citizen of the United States over the age of 21 years.

2. The interests, direct and indirect, of each of the undersigned in oil and gas leases and in applications or offers, including options, therefor affecting public lands in the State of Wyoming, together with the acreage affected by the foregoing Royalty Assignment do not exceed 246,080 chargeable acres.

3. The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease in excess of 17½ percent is subject to the limitation of overriding royalties as specified in 43 C.F.R. 192.83.

4. Each of the undersigned is the sole party in interest in the royalty assigned said person.

Witness:

Assignee:

..... as to Gus Carras

Gus Carras
P.O. Box 15383
..... as to South Salt Lake City, Utah 84115

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

OR 1

ASSIGNMENT OF ROYALTY

KNOW ALL MEN BY THESE PRESENTS: That H. N. Adelman, 98 So. Emerson, Apt. 404, Denver, CO 80209, assignor__, of for and in consideration of the sum of One Dollar ($1.00) and other valuable considerations, to his in hand paid by Black Gold Exploration, Inc. of 2615 So. Main St., PO #1, Logan, Utah hereinafter designated assignee, receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, SET OVER, TRANSFER and CONVEY unto said assignee his heirs, successors and assigns, all his right, title and interest in, of and to one thirty-second (1/32%) of all the oil, gas and other hydrocarbon substances produced and saved from the following described lands situated in Sublette County, Wyoming To-wit:

Tp. 34 North, Rge. 115 West, 6th P.M.

All of tracts 41A, 41B, 41C, and 41D, containing 160.00 acres more or less, and also described as: (SE¼SE¼:Section 23, NE¼NE¼:Section 26, NE¼NW¼:Section 26, NW¼NW¼:Section 25. Containing 160.00 acres more or less.)

This overriding royalty assignment is subject to that Oil and Gas lease dated June 13, 1975, from Ted Miller and Emma F. Miller, husband and wife, to H. N. Adelman, and that Oil and Gas lease dated June 10, 1975, from Doyle O. Twitchell and Isabelle N. Twitchell, husband and wife, to H. N. Adelman.

If the above lease covers less than the entire and undivided fee simple mineral estate in the lands hereinabove described, then the overriding royalty herein assigned shall be reduced proportionately.

158833

RECORDED February 22 1977 7:00 A M
IN BOOK 53 Oil & Gas Lease PAGE 585
FEES $4.50 Dee Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

and embracing 160.00 acres, more or less, according to the survey thereof.

This is an OVER-RIDING royalty conveyed by assignor__ and accepted by assignee__ subject to the terms of the lease, leases, operating agreement and operating agreements now held by assignor__ covering said lands; and this conveyance shall be and remain in force and effect under any and all renewals and extensions of, or substituted for, the operating rights of assignor__ under which this assignment is made.

TO HAVE AND TO HOLD said royalty interest unto said assignee__, heirs, successors and assigns as above set forth; the said oil, gas and other hydrocarbon substances so produced and saved from said land to be delivered free of cost to assignee__, his successors or assigns, in the pipe line or pipe lines serving said premises or into tanks erected for the purpose of storing said products, together with the rights, privileges and benefits derived therefrom. Assignor__ covenant__ and agrees that he has lawful right to sell and convey said royalty, and that he will warrant and defend the title to the same.

The assignor hereby reserves the right (and the same is agreed to by assignee) to sell and dispose of the royalty oil and gas to the purchaser or purchasers of assignor's own oil and gas, subject to proper accounting and payment to assignee, his successors and assigns.

IN WITNESS WHEREOF, I have hereunto set my hand__ and seal__ this 10th day of February, 1977.

Signed in presence of

Judith A. Brown

H. N. Adelman (SEAL)

(SEAL)

STATE OF COLORADO }
COUNTY OF DENVER } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 10th day of February, 19 77, personally appeared M. N. Adelman

_____, to me known to be the identical person described in and who executed the foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires April 8, 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. _____

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 to added return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 14th day of OCTOBER, 19 76
by and between John D. Newcomb, 1132 Sequoia Avenue, Eugene, Oregon 97401

, hereinafter called lessor (whether one or more) and
SEE ATTACHED
, hereinafter called lessee.

INTER-AMERICAN PETROLEUM CORPORATION -- UNDIVIDED 50% INTEREST
609 East Speer Boulevard
Denver, Colorado 80203

THOMAS A. CHORNEY -- UNDIVIDED 50% INTEREST
432 Metro Bank Building
475 - 17th Street
Denver, Colorado 80202

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:

T 31 N - R 111 W
Sec. 1: Lots 3,4,S½NW¼,SW¼
Sec. 2: Lots 1,2,3,4,SE¼NW¼, S½NE¼,SE¼,E½SW¼
Sec. 11: N½NE¼
Sec. 12: N½NW¼

T 32 N - R 111 W
Sec. 26: SW¼SW¼
Sec. 27: S½NE¼,SE¼
Sec. 34: NE¼
Sec. 35: NW¼NE¼,S½NE¼,W½,SE¼

T 33 N - R 111 W
Sec. 5: W½SW¼,SE¼SW¼,SW¼SE¼
Sec. 6: Lots 5,6,SE¼NW¼,S½NE¼, SE¼,NE¼SW¼
Sec. 8: NE¼NW¼,N½NE¼

and containing 2,716.44 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten (10) years from April 14, 1977 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 said 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 14th day of April, 1978, 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 of Oregon, Riverroad Branch Bank at Eugene, Oregon or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Two thousand seven hundred sixteen and 44/100 - - - - - - - - - ($2,716.44) - - - - 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 said 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 cease 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 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 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 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, 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 fractional 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 drilling or reworking operations on any portion of such pooled acreage, including the commencement, drilling, completion of any well thereon, shall be treated as if such production or operations were conducted 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.

[redacted] [redacted] [redacted]

4W-1021

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) — John D. Newcomb — (SEAL)

(SEAL) — JOHN D. NEWCOMB — (SEAL)

(SEAL) — (SEAL)

(SEAL) — (SEAL)

STATE OF OREGON }
COUNTY OF LANE } 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 17th day of October, 19 76, personally appeared John D. Newcomb 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 4-11-1980 — Notary Public

(Seal)

STATE OF ..... }
COUNTY OF ..... } SS.

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this .....day of ....., 19....., personally appeared ....., and ....., to me known to be the identical person....., described in and who executed the within and foregoing instrument of writing and acknowledged to me that ..... executed the same as ..... free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires.....

Notary Public

State of ..... }
County of ..... } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this.....day of....., A. D. 19....., before me personally appeared....., to me personally known, who, being by me duly sworn, did say that he is the.....of.....

.....and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said .....acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this.....day of....., A. D. 19.....

(SEAL)

Notary Public.

My Commission expires.....

15884

This instrument was filed for record on the 22nd day of February, 19 77, at 1:00 o'clock P. M., and duly recorded in Volume 53, Deeds Page 587 of the records of this office

Fee $7.25

Leo J. Vale
County Clerk.

By Marilyn Patton
Deputy.

When recorded return to

.....

.....

.....

INTER-AMERICAN PETR. CORP.
RECEIVED AUG 18 '75

OIL AND GAS LEASE

AGREEMENT, made and entered into this 23rd day of July, 19__,
by and between Hazel Smith, a widow, Big Piney, Wyoming 83113

_____

_____

_____, hereinafter called lessor (whether one or more)

INTER-AMERICAN PETROLEUM CORPORATION -- UNDIVIDED 50% INTEREST
609 East Speer Boulevard
Denver, Colorado 80203

THOMAS A. CHORNEY -- UNDIVIDED 50% INTEREST
432 Metro Bank Building
475 - 17th Street
Denver, Colorado 80202

590

SEE ATTACHED, 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:

T 31 N - R 111 W
Sec. 11: SW¼
14: N½NW¼, SW¼NW¼
15: NW¼, SE¼NE¼

and containing 480.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten (10) years from April 14, 1977 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 14th day of April, 19 78, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney Bank at Big Piney, Wyoming 83113 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Four hundred eighty and no/100 - - - - - - - - - - - - - - - - ($480.00) - - - - - - - - DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 40 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 40 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

4W-1022

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) Hazel Smith (SEAL)

(SEAL) HAZEL SMITH (SEAL)

(SEAL) (SEAL)

(SEAL) (SEAL)

STATE OF WYOMING
COUNTY OF Sublette } SS.

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 16th day of July August, 19 76, personally appeared Hazel Smith 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
(Seal)

FAYE HAMMONS - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My commission expires Nov. 22, 1979

Faye Hammons
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 ..... 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 .....

158845

This instrument was filed for record on the 22nd day of February, 1922, at 1:00 o'clock P. M. and duly recorded in ..... of the records of this office. Fee $6.25

Lois D. Clarke
County Clerk.

By Marilyn Burton
Deputy.

When recorded return to

.....

.....

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 8th day of NOVEMBER, 1976
by and between Richard L. Goodman, P.O. Box 45, Cheyenne, Wyoming 82001

SEE ATTACHED

, hereinafter called lessor (whether one or more) and

, hereinafter called lessee.

INTER-AMERICAN PETROLEUM CORPORATION -- UNDIVIDED 50% INTEREST
609 East Speer Boulevard
Denver, Colorado 80203

THOMAS A. CHORNEY -- UNDIVIDED 50% INTEREST
432 Metro Bank Building
475 - 17th Street
Denver, Colorado 80202

RIDER attached to and made a part of Oil and Gas Lease dated November 8, 1976.

Lessee is hereby granted the option to renew said lease on the lands described for an additional term of four (4) years from April 14, 1981 on written notice to lessor and upon payment by lessee of a bonus of five dollars ($5.00) per net acre.

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:

T 32 N - R 111 W
Sec. 26: SW¼SW¼
Sec. 27: S½NE¼, SE¼
Sec. 34: NE¼
Sec. 35: NW¼NE¼, S½NE¼, W½, SE¼

SEE RIDER ATTACHED

and containing 1,040.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of four (4) years from April 14, 1977 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 14th day of April, 19 78, 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 PAY DIRECT TO LESSOR Bank at ADDRESS AS ABOVE 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 forty and no/100 - ($1,040.00) - - - DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean the 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 establishing 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 the 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 land, and, 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 defect 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.

[redacted] [redacted] [redacted] 1-9

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 mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.~~

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 lease of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

(SEAL) Richard L. Goodman (SEAL)

(SEAL) RICHARD L. GOODMAN (SEAL)

(SEAL) (SEAL)

(SEAL) (SEAL)

STATE OF WYOMING
COUNTY OF LARAMIE } 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 7th day of November, 19 76, personally appeared Richard L. Goodman 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 My Commission Expires September 3, 1979

(Seal) 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 ... } ss.
County of ...

ACKNOWLEDGMENT (For use by Corporation)

On this ... day of ..., A. D. 19..., before me personally appeared ..., to me personally known, who, being by me duly sworn, did say that he is the ... of ... and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said ... acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this ... day of ..., A. D. 19...

(SEAL)

Notary Public.

My Commission expires ...

158846

This instrument was filed for record on the 22nd day of February 19 77 at 1:00 o'clock P M., and duly recorded in Volume 53 Misc. Page 579 of the records of this office Fee $6.25

Lois J. Clarke
County Clerk.

By Marilyn Pinkerton
Deputy.

When recorded return to

...

595

596

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 8th day of NOVEMBER, 19 76
by and between Richard L. Goodman, P.O. Box 45, Cheyenne, Wyoming 82001

, hereinafter called lessor (whether one or more) and
SEE ATTACHED, hereinafter called lessee.

INTER-AMERICAN PETROLEUM CORPORATION -- UNDIVIDED 50% INTEREST
609 East Speer Boulevard
Denver, Colorado 80203

THOMAS A. CHORNEY -- UNDIVIDED 50% INTEREST
432 Metro Bank Building
475 - 17th Street
Denver, Colorado 80202

RIDER attached to and made a part of Oil and Gas Lease dated November 8, 1976.

Lessee is hereby granted the option to renew said lease on the lands described for an additional term of four (4) years from April 18, 1981 on written notice to lessor and upon payment by lessee of a bonus of five dollars ($5.00) per net acre.

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:
T 33 N - R 111 W
Sec. 5: W½SW¼
Sec. 6: Lots 5, 6, SE¼NW¼, S½NE¼, SE¼, NE¼SW¼
Sec. 8: N½NE¼, NE¼NW¼ SEE RIDER ATTACHED

and containing 597.48 acres, more or less.

It is agreed that this lease shall remain in force for a term of four (4) years from April 18, 1977 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 18th day of April, 19 78, 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 PAY DIRECT TO LESSOR Bank at ADDRESS AS ABOVE or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Five hundred ninety-seven and 48/100 - - - - - - - - - - - - - - - - ($597.48) - - 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.

597

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative thority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal ices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or pulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or terest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any tion for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, n complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this 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 of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced ortionately.

Lessor hereby releases and relinquishes any right of homestead, dower or courtesy they or either of them may have in or to the leased.

~~Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the option 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.

Richard L. Goodman (SEAL)
RICHARD L. GOODMAN (SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF WYOMING
COUNTY OF LARAMIE } 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 7 day of November, 19 76, personally appeared Richard L. Goodman, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires: My commission expires September 3, 1979
(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
, to me known to be the identical person
described in and who executed the within and foregoing instrument of writing and acknowledged to me that
and 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

158847

This instrument was filed for record on the 22nd day of February, 19 77, at 1:00 o'clock P. M., and duly recorded in Book 604 of the records of this office. Fee $6.25

Lois J. York
County Clerk.

By Marilyn Carlson
Deputy.

When recorded return to

OIL AND GAS LEASE

INTER-AMERICAN PET. CORP. RECEIVED SEP 10 76

AGREEMENT, Made and entered into this 23rd day of JULY, 19 76
by and between Daniel Michael Ball and Carolyn C. Ball, husband and wife; John Woodrow Ball and Jean M. Ball, husband and wife; Markus E. Bischoff, a widower; Helen Josephine Ball LaBass, a widow; and Delbert J. Arthur, a widower, 605 Wayne Street, Pocatello, Idaho 83201

, hereinafter called lessor (whether one or more) and

INTER-AMERICAN PETROLEUM CORPORATION -- UNDIVIDED 50% INTEREST
609 East Speer Boulevard
Denver, Colorado 80203

THOMAS A. CHORNEY -- UNDIVIDED 50% INTEREST
432 Metro Bank Building
475 - 17th Street
Denver, Colorado 80202

STATE OF IDAHO } SS.
COUNTY OF BINGHAM

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 2nd day of
July August, 19 76, personally appeared Markus E. Bischoff, a widower
, 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 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 7-10-79 Rebecca Rogers
Notary Public

(Seal)

STATE OF CALIFORNIA } SS.
COUNTY OF STANISLAUS

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 2nd day of
July Sept., 19 76, personally appeared Helen Josephine Ball LaBass, a widow
, 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 she
executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires 12-8-78 Virginia M. Moreno
Notary Public

VIRGINIA M. MORENO
NOTARY PUBLIC - CALIFORNIA
STANISLAUS COUNTY
My Comm. Expires DEC 8, 19

(Seal)

STATE OF WASHINGTON } SS.
COUNTY OF WHATCOM

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 7th day of
July Sept., 19 76, personally appeared Delbert J. Arthur, a widower
, 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 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 7-1-77
Notary Public

(Seal)

SEE ATTACHED, 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:

T 33 N - R 111 W
Sec. 5: Lots 1,2,3,4, S½N½, S½
6: Lots 5,6, S½NE¼, SE¼NW¼, NE¼SW¼, SE¼
8: N½NE¼, NE¼NW¼

T 34 N - R 111 W
Sec. 31: E½SE¼
32: SW¼, S½SE¼

and containing 1,477.40 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten (10) years from April 16, 1977 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 16th day of April, 19 78, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First Security Bank at Pocatello, Idaho 83201 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 four hundred seventy-seven and 40/100 - - - -($1,477.40) - - - - - - 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 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 constructed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased land 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 which [illegible] acreage interest in the land covered hereby and placed in the unit bears to the total acreage in [illegible].

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.

4W-1021-1

[redacted] [redacted] [redacted]

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.

Daniel Michael Ball (SEAL)
Carolyn C. Ball (SEAL)
John Woodrow Ball (SEAL)
Jean M. Ball (SEAL)
Markus E. Bischoff (SEAL)
Helen Josephine Ball LaBass (SEAL)
Delbert J. Arthur (SEAL)

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

STATE OF IDAHO } SS.
COUNTY OF BANNOCK }

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 22nd day of July, 19 76, personally appeared Daniel Michael Ball and Carolyn C. Ball, husband and wife, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they 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

(Seal)

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

STATE OF CALIFORNIA } SS.
COUNTY OF KERN San Diego }

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 07 AUG 25 '76 day of July, 19 76, personally appeared John Woodrow Ball and Jean M. Ball, husband and wife, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they 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

(Seal)

OFFICIAL SEAL
VICTOR E. MITCHELL
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My comm. expires MAR 25 1978

(Acknowledgments continued on third page)

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

158848

This instrument was filed for record on the 22nd day of February 19 77, at 1:00 o'clock P M., and duly recorded in Volume 33 Misc. Page 599 of the records of this office

Leo J. Hafer
County Clerk.

By Marlayne Barton
Deputy.

When recorded return to

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 8th day of NOVEMBER, 19 76
by and between Richard L. Goodman, P.O. Box 45, Cheyenne, Wyoming 82001

, hereinafter called lessor (whether one or more) and
SEE ATTACHED
, hereinafter called lessee.

INTER-AMERICAN PETROLEUM CORPORATION -- UNDIVIDED 50% INTEREST
609 East Speer Boulevard
Denver, Colorado 80203

THOMAS A. CHORNEY -- UNDIVIDED 50% INTEREST
432 Metro Bank Building
475 - 17th Street
Denver, Colorado 80202

RIDER attached to and made a part of Oil and Gas Lease dated November 8, 1976.

Lessee is hereby granted the option to renew said lease on the lands described for an additional term of four (4) years from April 14, 1981 on written notice to lessor and upon payment by lessee of a bonus of five dollars ($5.00) per net acre.

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:

T 31 N - R 111 W
Sec. 1: Lots 3, 4, S½NW¼, SW¼
Sec. 2: Lots 1,2,3,4, SE¼NW¼, S½NE¼, SE¼, E½SW¼
Sec. 11: N½NE¼ SEE RIDER ATTACHED
Sec. 12: N½NW¼

and containing 998.97 acres, more or less.

It is agreed that this lease shall remain in force for a term of four (4) years from April 14, 1977 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 [illegible] 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 [illegible] own risk and expense.

Third. To pay lessor one-eighth (⅛) of the market value at the well for gas [illegible]ed 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 14th day of [illegible], 19 78, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the [illegible] to the lessor's credit in the
PAY DIRECT TO LESSOR Bank at [illegible]ESS AS ABOVE
or its successor or successors, or any bank with which it may be merged, or consoli[illegible] which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless [illegible]anges in the ownership of the said land, the sum of
Nine hundred ninety-eight and 97/100 - - -

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.

	(SEAL)	Richard L. Goodman	(SEAL)
	(SEAL)	RICHARD L. GOODMAN	(SEAL)
	(SEAL)		(SEAL)
	(SEAL)		(SEAL)

STATE OF WYOMING }
COUNTY OF LARAMIE } 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 November, 1976, personally appeared Richard L. Goodman 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: My Commission expires September 3, 1979

Notary Public

STATE OF }
COUNTY OF } SS.

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ..... day of ....., 19....., personally appeared ....., and ....., to me known to be the identical person ..... described in and who executed the within and foregoing instrument of writing and acknowledged to me that ..... executed the same as ..... free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires .....

Notary Public

State of .....
County of ..... } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this ..... day of ....., A. D. 19....., before me personally appeared ....., to me personally known, who, being by me duly sworn, did say that he is the ..... of ..... and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said ..... acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this ..... day of ....., A. D. 19.....

(SEAL)

.....
Notary Public.

My Commission expires .....

158873

This instrument was filed for record on the 23rd day of February, 1977, at 1:00 o'clock P.M., and duly recorded in Book 53 of Misc. Page 612 of the records of this office. Fee $6.25

Lois D. Yake
County Clerk

by Marilyn Porter
Deputy.

When recorded return to

.....

.....

.....

C-55—AABA [redacted] OF OIL AND GAS LEASE [redacted] Martin [redacted] Co., Dallas

ASSIGNMENT OF OIL AND GAS LEASE

Whereas, On the 18th day of December, 19 76, a certain oil and gas mining lease was made and entered into by and between Paul Allen & Wife, Lillian C. Allen and Jim Wells Trustee of J.M.W. Trust, Lessor, and John J. Christmann, Lessee, covering the following described land in the county of Sublette and State of ~~XXXXXXXXXX~~ WYOMING TO WIT:-

T-28N R114W Sec. 15 - W/2 of SE/4
Sec. 22 - NW/4 of NE/4

158884

RECORDED February 23 1977 3:00 P M
IN BOOK 53 Oil & Gas Leases PAGE 605
FEES $ 4.75 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 ....., page .....,
and

Whereas, The said lease and all rights thereunder or incident thereto are now owned by

John J. Christmann

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 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, insofar as it covers the

an undivided 1/3 interest to Sublette Properties Inc., Pinedale, Wyoming
an undivided 1/3 interest to Margaret G. Roden, Casper, Wyoming

~~together with all personal property used or obtained in connection therewith to~~ .....and .....heirs, successors and assigns.

And for the same considerations, the undersigned for himself and his heirs, successors and representatives, does covenant with the said assignee his heirs, successors, or assigns that he is the lawful owner of said lease and rights ~~and~~ interest 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 the undersigned will warrant and defend the same against the lawful claims and demands of all persons claiming~~

In Witness Whereof, The undersigned owner.....and assignor.....has signed and sealed this instrument the 21st day of January, 19 77.

John J. Christmann (Seal)

(Seal)

(Seal)

Assigned 12 12 56 pg. 574

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF LUBBOCK

BEFORE ME, the undersigned, a Notary Public, Anita Bridgeman, in and for said County, Texas, on this day personally appeared John J. Christmann

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 21st day January, A. D. 19 77

(L. S.)

Anita Bridgeman
ANITA BRIDGEMAN

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public, , in and for said County, Texas, on this day personally appeared and his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said , wife of the said , 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 day , A. D. 19

(L. S.)

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public, , in and for said County, Texas, 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 day , A. D. 19

(L. S.)

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public, , in and for said County, Texas, 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 day of , A. D. 19

(L. S.)

[redacted]

Assignment of Oil and Gas Lease

FROM

TO

Dated

No. Acres

[redacted] County, Texas.

This instrument was filed for Record on the day of o'clock M., and duly recorded in Volume page of the records of this office.

County Clerk

By

When recorded return to

[redacted]

MARTIN Stationery Co., Dallas

ROYALTY ASSIGNMENT

This assignment made and entered into this 19th day of January, 19 77,

by and between JOHN J. CHRISTMANN

herein referred to as assignor, (whether one or more) and Stuart McKinley & Wife, Barbara McKinley, Richard Wenz and wife, Gloria Wenz

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% to Stuart McKinley and wife, Barbara McKinley
2% to Richard Wenz and wife, Gloria Wenz
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:

W/2 of SE/4 of Sec. 15 T-28-N, R-114-W 6 P.M.
NW/4 of NE/4 of Sec. 22 T-28-N R-114-W 6 P.M.

under the terms of that certain oil and gas lease made and entered into by and between the Paul Allen & Wife and Jim Wells, Tr. J.M.W. Trust as lessor, and John J. Christmann, as lessee, bearing No. ---- or any extension or renewal thereof; said overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to the Lessor 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. For the same consideration assignor covenants with and warrants to said assignee that said royalty interest is in good standing, that it is free and clear of all liens and encumbrances and that assignor will warrant and forever defend the title thereto unto said assignee, heirs, personal representatives (or its successors) and assigns, against all persons whomsoever lawfully having or claiming an interest therein.

IN WITNESS WHEREOF this assignment is executed on the day and year first hereinabove written.

John J. Christmann

STATE OF TEXAS }
County of LUBBOCK } ss.

On this 19th day of January, 19 77, before me personally appeared John J. Christmann 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.

Anita Bridgeman
ANITA BRIDGEMAN Notary Public

My commission expires 6-1-77

STATE OF Wyoming }
County of Sublette } ss.

I hereby certify that this instrument was filed for record on the 23rd day of February A. D., 19 77 at 3:00 o'clock; P m., and duly recorded in Book 53 Page 607 of the Oil and Gas Lease records, of said County.

Lois J. Yake
County Clerk

By Marilyn Benton, Deputy

Rec. No. 158885 Fees, $3.25

Return to

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, That SAM ISRAEL, JR., and wife, MERRYL S. ISRAEL, 300 Magazine Street, New Orleans, Louisiana 70130

called "Assignor" (whether one or more) for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver to Gloster Production Properties, a Limited Partnership of which Bryan Bell is the sole General Partner, its successors and assigns, of 1331 Third Street, New Orleans, Louisiana, 70130, the following:

1.) Assignor's entire interest and title in and to the overriding royalty reserved by Assignor from the Oil and Gas lease(s) listed below:

W-50522 - T.33N., R.114W., 6th P.M., Wyoming, Uinta County
Section 16 - E½
Section 17 - W½E½, W½
Section 18 - Lots 1,4, E½, E½SW¼
(1,280.95 acres)

158970

RECORDED February 28, 1977 9:00 AM
IN BOOK 53 Oil + Gas Lse PAGE 609
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

2.) Assignor's right to be tendered or to receive a reassignment of said Oil and Gas Lease, according to the provisions contained therein; and Assignor hereby authorizes and directs the present owner and all subsequent owners of said lease to tender or make reassignment of said lease to GLOSTER PRODUCTION PROPERTIES, its successors and assigns.

Date: October 12, 1976

Assignor SAM ISRAEL, JR.

Assignor MERRYL S. ISRAEL

STATE OF LOUISIANA)
) ss.
PARISH OF ORLEANS)

The foregoing instrument was executed, acknowledged and signed before me, the undersigned Notary Public for the Parish of Orleans, State of Louisiana by SAM ISRAEL, JR. and MERRYL S. ISRAEL this 12th day of October, 1976.

New Orleans, Louisiana.

Charles Raphael Chisnutt, III
Notary Public
My Commission is for life.

THE STATE OF WYOMING
COUNTY OF UINTA
Filed for record the 23 day of Feb. A.D. 19 76
at 2:35 o'clock P. M. and recorded in Book 331 Misc. Records
Page 609
Lois J. Yake
County Clerk and ex-officio Clerk of the District Court
By Deputy

609

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 (x)Limited Partnership ( )Municipality ( )Association ( )Corporation
   4. Assignee is the sole party in interest in this assignment(infomation as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)
   5. Filing fee of $10 is attaced(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 November, 1976.

GLOSTER PRODUCTION PROPERTIES

by: Bryan Bell
Bryan Bell Assignee

1331 Third Street
New Orleans, Louisiana 70130
(Address, include zip code)

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 statement or representations as to any matter within its jurisdiciton.

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, That THEODORE D. BRANDON, and wife LOUISE G. BRANDON, 1450 Robert E. Lee Blvd., New Orleans, Louisiana 70122

called "Assignor" (whether one or more) for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver to Gloster Production Properties, a Limited Partnership of which Bryan Bell is the sole General Partner, its successors and assigns, of 1331 Third Street, New Orleans, Louisiana, 70130, the following:

1.) Assignor's entire interest and title in and to the overriding royalty reserved by Assignor from the Oil and Gas Lease(s) listed below:

W-56039 - T.30N., R.115W., Wyoming, Sublette County
Section 2 - SE¼
Section 11 - NE¼
Section 12 - NW¼
(480.00 acres)

158971

RECORDED February 28 19 77 9:00 AM
IN BOOK 53 Oil & Gas Lse PAGE 611
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Marilyn Benton

2.) Assignor's right to be tendered or to receive a reassignment of said Oil and Gas Lease, according to the provisions contained therein; and Assignor hereby authorizes and directs the present owner and all subsequent owners of said lease to tender or make reassignment of said lease to GLOSTER PRODUCTION PROPERTIES, its successors and assigns.

Date: NOVEMBER 23 1976

Theodore D. Brandon
Assignor THEODORE D. BRANDON

Louise G. Brandon
Assignor LOUISE G. BRANDON

STATE OF LOUISIANA)
) ss.
PARISH OF ORLEANS)

The foregoing instrument was executed, acknowledged and signed before me, the undersigned Notary Public for the Parish of Orleans, State of Louisiana by THEODORE D. BRANDON and LOUISE G. BRANDON this 23rd day of NOVEMBER, 1976.

New Orleans, Louisiana.

Charles Raphael Chesnutt, III
Notary Public
My Commission is for life.

612

$4.50

Jan. 26, 1977 9:00A

133PR

488370

29735

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 (x)Limited Partnership ( )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 attaced(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 November, 1976.

GLOSTER PRODUCTION PROPERTIES

by: Bryan Bell
Bryan Bell, Assignee

1331 Third Street
New Orleans, Louisiana 70130
(Address, include zip code)

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 statement or representations as to any matter within its jurisdiciton.

CERTIFICATE OF OWNERSHIP AND MERGER 159090

OF

AMINOIL USA, INC.

INTO

AMINOIL RESOURCES, INC.

RECORDED March 9 1977 2:45 P.M.
IN BOOK Records Vol. Four PAGE 613
FEES $11.00 Lois G. Hicks COUNTY C
SUBLETTE COUNTY, PINEDALE, WYOMING

- - - - - - - - - - - - - - -

Pursuant to Section 253 of the General
Corporation Law of the State of Delaware

- - - - - - - - - - - - - - -

Aminoil Resources, Inc., a corporation formed under the laws of the State of Delaware, desiring to merge Aminoil USA, Inc. into itself pursuant to the provisions of Section 253 of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY as follows:

FIRST: That Aminoil USA, Inc. is a corporation formed under the laws of the State of Delaware, and its Certificate of Incorporation was filed in the office of the Delaware Secretary of State on the fourteenth day of January, 1974; and that Aminoil Resources, Inc. is a corporation formed under the laws of the State of Delaware and its Certificate of Incorporation was filed in the office of the Delaware Secretary of State on the first day of June 1976;

SECOND: That the Board of Directors of Aminoil Resources, Inc., by resolution duly adopted on the 28th day of December, 1976, determined to merge Aminoil USA, Inc. into itself and to change the name of Aminoil Resources, Inc. to Aminoil USA, Inc., effective as of the time of the merger, and said resolutions being as follows:

RESOLVED, that the Corporation completely liquidate by merger its subsidiary Aminoil USA, Inc. ("AUSA"), a Delaware corporation in which the Corporation owns all the outstanding stock, into itself and assume all of AUSA's obligations, such merger and assumption to be effective at 5:00 P.M. E.S.T. on January 1, 1977, after the filing by the Corporation in the office of the Secretary of State of Delaware of a Certificate of Ownership and Merger of AUSA;

RESOLVED, that the President or any Vice President of the Corporation is authorized to make and execute, in its name and under its corporate seal, and to file, or cause to be filed, in the proper public offices, a Certificate of Ownership and Merger of AUSA in the form attached to the minutes of this meeting, with such changes therein as the President or Vice President executing and delivering the Agreement shall approve, such approval to be conclusively evidenced by such execution and delivery; and the Secretary or Assistant Secretary is hereby authorized to affix the seal of the Corporation to and to attest the Agreement as so executed;

RESOLVED, that the President or any Vice President is hereby authorized to execute and deliver in the name and on behalf of the Corporation the Agreement and Plan of Liquidation by Merger entered into on December 28, 1976 by and between AUSA and the Corporation (the "Agreement") in the form attached to the minutes of this meeting, with such changes therein as the President or Vice President executing and delivering the Agreement shall approve, such approval to be conclusively evidenced by such execution and delivery; and the Secretary or Assistant Secretary is hereby authorized to affix the seal of the Corporation to and to attest the Agreement as so executed; and

RESOLVED, that upon the effective time and date of the Certificate of Ownership and Merger, the Certificate of Incorporation be amended by changing ARTICLE FIRST thereof so that as amended it shall be and read as follows:

"ARTICLE FIRST

The name of the corporation is:

AMINOIL USA, INC.".

RESOLVED, that the officers of the Corporation are hereby authorized to take such further action as in their judgment may be necessary or proper to consummate the merger provided for by these resolutions.

THIRD: That a true and correct conformed copy of the Agreement referred to in the above resolution is attached to this Certificate of Ownership and Merger as Exhibit A and by this reference is incorporated herein.

IN WITNESS WHEREOF, said AMINOIL RESOURCES, INC. has caused this Certificate to be executed by its officers thereunto duly authorized and its corporate seal to be hereunto affixed this 28th day of December, 1976.

CORPORATE SEAL

AMINOIL RESOURCES, INC.

By _____
Wm. R. Miller, Vice President

ATTEST:

_____
Assistant Secretary

THE STATE OF TEXAS)

COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared WM. R. MILLER, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of Aminoil Resources, Inc., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 28th day of December, 1976, A.D.

LaVonne Smith
Notary Public

My Commission Expires:

June 1, 1977

Exhibit "A"

AGREEMENT AND PLAN OF LIQUIDATION BY MERGER

AGREEMENT AND PLAN OF LIQUIDATION BY MERGER made this 28th day of December, 1976 by and between Aminoil Resources, Inc., a corporation organized and existing under the laws of the State of Delaware ("ARI"), and Aminoil USA, Inc., a corporation organized and existing under the laws of the State of Delaware ("AUSA").

WHEREAS, ARI desires to liquidate AUSA into itself and AUSA desires to be liquidated into ARI upon the terms and subject to the conditions herein set forth and in accordance with the laws of the State of Delaware;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

Merger

1.1. On the effective date of the liquidation by merger (the "Merger"), AUSA shall be merged into ARI, which shall be the Surviving Corporation, and ARI on such date shall merge AUSA into itself. The time and date at which the Merger becomes effective are herein called the "Effective Date of the Merger." The corporate existence of ARI, with all its purposes, powers and objects, shall continue unaffected and unimpaired by the Merger, and as the Surviving Corporation it shall be governed by the laws of the State of Delaware and shall possess all the rights, privileges, powers and franchises as well of a public as of a private nature, and be subject to all the restrictions, disabilities and duties of each of ARI and AUSA; and all and singular, the rights, privileges, powers and franchises of each of ARI and AUSA, and all property, real, personal and mixed, and all debts due to either ARI and AUSA on whatever account, as well for stock subscriptions as all other things in action or belonging to each of ARI and AUSA shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of ARI or AUSA, and the title to any real estate vested by deed or otherwise, in either ARI or AUSA, shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of either of ARI or AUSA shall be preserved unimpaired, and all debts, liabilities and duties of ARI or AUSA shall thenceforth attach to said Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it, all in accordance with the General Corporation Law of the State of Delaware and in particular Section 253 thereof. The separate existence and corporate organization of AUSA shall cease upon the Effective Date of the Merger and thereupon AUSA and ARI shall be a single corporation, to wit, ARI.

1.2 If at any time after the Effective Date of the Merger the Surviving Corporation shall consider or be advised by its counsel that any further assignments or assurances in law or any further acts or instruments are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation any title to any property or right of AUSA acquired or to be acquired by the Surviving Corporation by reason of or as a result of the Merger, then AUSA and its proper officers and directors shall and will execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary or proper to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the purpose of this Agreement; and the proper officers and directors of the Surviving Corporation are fully authorized in the name of AUSA or otherwise to take any and all such action.

1.3 The Merger shall be effective at 5:00 P. M. E.S.T. on January 1, 1977. A copy of this Agreement shall be attached as an exhibit to the Certificate of Ownership and Merger filed in the office of the Secretary of State of the State of Delaware pursuant to Section 253 of the General Corporation Law of the State of Delaware.

ARTICLE II

Termination or Amendment of Agreement.

This Agreement may be terminated (or may be amended) by mutual action of the Board of Directors of the parties hereto at any time prior to filing of this Agreement in the office of the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be duly executed and their respective corporate seals to be hereunto affixed by their respective officers, all as of the date first above written.

AMINOIL RESOURCES, INC.
(a Delaware corporation)

(Corporate Seal)

Attest:

By /s/ Wm. R. Miller
Vice President

/s/ Ward R. Jones
Assistant Secretary

AMINOIL USA, INC.
(a Delaware corporation)

(Corporate Seal)

Attest:

By /s/ R. Duff
Vice President

/s/ Wm. R. Miller
Secretary

STATE OF DELAWARE

OFFICE OF SECRETARY OF STATE

I, GLENN C. KENTON, Secretary of State of the State of Delaware, do hereby certify that the above and foregoing is a true and correct copy of Certificate of Ownership of the "AMINOIL RESOURCES, INC.", merging "AMINOIL USA, INC.", pursuant to Section 253 of the General Corporation Law of the State of Delaware, as received and filed in this office the thirtieth day of December, A.D. 1976, at 10 o'clock A.M.

And I do hereby further certify that the said "AMINOIL RESOURCES, INC.", has relinquished its corporate title and assumed in place thereof "AMINOIL USA, INC."

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Dover this first day of February in the year of our Lord one thousand nine hundred and seventy-seven.

Glenn C. Kenton

Secretary of State

Form 88 [redacted] C OIL AND [redacted]AS LEASE [redacted]'S, INC.
Kan., Okla. [redacted]957 AM 6-1581

THIS AGREEMENT, Entered into this the 15th day of November, 19 76

between Priscilla Miller, Guardianship of Kathleen Anna Miller, Patricia Mildred Miller and Matthew Daniel Miller hereinafter called lessor,

and Kenneth D. Luff hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of $10.00 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:

SUBSURFACE RIGHTS

in Section 9, Township 29 North, Range 112 West, and containing 80.00 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 theruf. 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 15th day of November, 19 77 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 State Bank at Big Piney, Wyoming, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Eighty and No/100** Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. Lessee is hereby expressly granted the right and privilege (which Lessee may exercise at any time either before or after production has been obtained upon this premises or any premises consolidated herewith) to consolidate the gas leasehold estate created by the execution and delivery of this lease, or any part or parts thereof, with any other gas leasehold estate or estates to form one or more gas operating units of not to exceed approximately 640 acres each. If such operating unit or units is so created by Lessee, Lessor agrees to accept and shall receive out of the gas production from each such unit such portion of the gas royalty as the number of acres out of this lease placed in such unit bears to the total number of acres included in such unit. The commencement or completion of a well, or the continued operation or production of gas from an existing well, on any portion of an operating unit shall be construed and considered as the commencement or completion of a well, or the continued operation of, or production of gas from a well on each and all of the lands within and comprising such operating unit; provided, that the provisions of this paragraph shall not affect the payment or non-payment of delay rentals with respect to portions of this premises not included in a unit, but this lease as to such portions of this premises not included in a unit, shall be deemed to be a separate lease. In the event portions of the above described lands are included in several units, each portion so included shall constitute a separate lease, and the particular owner or owners of the lands under each separate lease shall be solely entitled to the benefits of and be subject to the obligations of lessor under each separate lease. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the consolidated acreage.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.
Witness:

Priscilla Miller
Priscilla Miller Guardianship for Kathleen Ann Miller, Patricia Mildred Miller and Matthew Daniel Miller

STATE OF [illegible] } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)
COUNTY OF [illegible] }

Before me, the undersigned, a Notary Public, within and for said county and state, on this [illegible] day of [illegible], 19[illegible], personally appeared [illegible] and [illegible]

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires [illegible] [illegible]
Notary Public.

[illegible] My Commission Expires Nov. 17, 1977

STATE OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)
COUNTY OF _____ }

Before me, the undersigned, a Notary Public, within and for said county and state, on this _____ day of _____, 19____, personally appeared _____ and _____

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires _____
Notary Public.

STATE OF _____ } ss. ACKNOWLEDGMENT FOR CORPORATION
COUNTY OF _____ }

On this _____ day of _____, A. D., 19____, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared _____, to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its _____ President and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires _____
Notary Public.

4593SI

No. _____

OIL AND GAS LEASE

FROM _____

TO _____

Date _____, 19____

Section _____ Twp. _____ Rge. _____

No. of Acres _____ Term _____

_____ County _____

STATE OF [illegible] } ss:
County of [illegible] }

This instrument was filed for record on the [illegible] day of [illegible], 19[illegible] at [illegible] o'clock [illegible] M., and duly recorded in Book [illegible] Page 619 of the records of this office.

[illegible], Clerk.

By _____ Register of Deeds.

When recorded, return to _____

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged. For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)
COUNTY OF _____ }

Before me, the undersigned, a Notary Public, within and for said county and state, on this _____ day of _____, 19____, personally appeared _____ and _____

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires _____
Notary Public.

[redacted] [redacted] [redacted]

Form 88—( )
Kan., Okla. [redacted] 57

OIL AND GAS LEASE

[redacted]

[redacted]'S, INC.
[redacted]

THIS AGREEMENT, Entered into this the 15th day of November, 19 75

between Priscilla Miller

hereinafter called lessor,

and Kenneth D. Luff hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of $10.00 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:

SW¼SW¼, NW¼NW¼

in Section 9, Township 29 North, Range 112 West, and containing 80.00 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of Five (5) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:
To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth (⅛) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (⅛) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (⅛) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (⅛) of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (⅛) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 15th day of November, 1977, 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 State Bank at Big Piney, Wyoming, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Eighty and No/100** Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. Lessee is hereby expressly granted the right and privilege (which Lessee may exercise at any time either before or after production has been obtained upon this premises or any premises consolidated herewith) to consolidate the gas leasehold estate created by the execution and delivery of this lease, or any part or parts thereof, with any other gas leasehold estate or estates to form one or more gas operating units of not to exceed approximately 640 acres each. If such operating unit or units is so created by Lessee, Lessor agrees to accept and shall receive out of the gas production from each such unit such portion of the gas royalty as the number of acres out of this lease placed in such unit bears to the total number of acres included in such unit. The commencement or completion of a well, or the continued operation or production of gas from an existing well, on any portion of an operating unit shall be construed and considered as the commencement or completion of a well, or the continued operation of, or production of gas from a well on each and all of the lands within and comprising such operating unit; provided, that the provisions of this paragraph shall not affect the payment or non-payment of delay rentals with respect to portions of this premises not included in a unit, but this lease as to such portions of this premises not included in a unit, shall be deemed to be a separate lease. In the event portions of the above described lands are included in several units, each portion so included shall constitute a separate lease, and the particular owner or owners of the lands under each separate lease shall be solely entitled to the benefits of and be subject to the obligations of lessor under each separate lease. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the consolidated acreage.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.

Witness:

Priscilla Miller

Priscilla Miller

STATE OF [illegible] } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)
COUNTY OF [illegible] }

Before me, the undersigned, a Notary Public, within and for said county and state, on this 2 Dec
day of [illegible], 19 17, personally appeared [illegible]
and [illegible]

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires [illegible] [illegible]
Notary Public.

STATE OF [illegible] } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)
COUNTY OF [illegible] }

Before me, the undersigned, a Notary Public, within and for said county and state, on this
day of , 19 , personally appeared
and

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires

Notary Public.

STATE OF }
COUNTY OF } ss: ACKNOWLEDGMENT FOR CORPORATION

On this day of , A. D., 19 , before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared , to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its President and acknowledged to me that executed the same as free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires

Notary Publie.

No. 50082

OIL AND GAS LEASE

FROM

TO

Date , 19

Section Twp. Rge.

No. of Acres Town

County

STATE OF [illegible] } ss:
County of [illegible]

This instrument was filed for record on the [illegible] day of [illegible] 19 17

at 9 o'clock A. M., and duly recorded in Book [illegible] Page 622 of the records of this office.

[illegible] Register of Deeds.
By [illegible]

When recorded, return to

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged. For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)
COUNTY OF }

Before me, the undersigned, a Notary Public, within and for said county and state, on this
day of , 19 , personally appeared
and

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires

Notary Public.

[redacted] [redacted] [redacted]

[redacted] U. S. OIL AND GAS LEASE [redacted] CASPER, WYOMING

This Overriding Royalty Assignment, made this 15 day of November, 19 76, by and between

VIOLA J. KIRKWOOD

whose address is P. O. BOX 3439, CASPER, WYOMING 82602

hereinafter called Lessee; and Stanley H. Spalding, Albert E. Allen, Jr., James A. Bodenhamer, Tim T. Schowalter and Sharol L. Dalgarno

whose address is P. O. Box 3439, Casper, Wyoming 82602

hereinafter called Assignee;

Witnesseth:

Whereas, Lessee is the owner of and has been granted by Oil and Gas Lease by the United States of America, dated February 1, 19 74 bearing Serial No. W-43214, of the U. S. Land & Survey Office, at Cheyenne, Wyoming, which lease, in so far as covered by this Royalty Assignment, contains the following described lands (hereinafter referred to as said lands), situated in Sublette County, State of Wyoming towit:

T 30 N, R 113 W, 6th P.M.
Section 2: Lots 3,4, S½NW¼, SW¼
Section 6: Lots 6,7, E½SW¼
T 31 N, R 113 W, 6th P.M.
Section 34: SW¼
Section 35: SW¼SW¼

159100

RECORDED March 1 19 77 2:09 P.M.
IN BOOK 53 Oil & Gas Lease PAGE 623
FEES $3.00 Lee J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Porter

NOW, Therefore, in consideration of the premises and the sum of One 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, their heirs and assigns, an overriding royalty interest of Two percent of 8/8ths as follows: Stanley H. Spalding .0046875; Albert E. Allen, Jr. .0046875; James A. Bodenhamer .0046875 Tim T. Schowalter .0046875; Sharol L. Dalgarno .0012500.

of all of the Oil and Gas and other hydrocarbon substances in place and which may be produced, saved and marketed from said lands, free and clear of all costs or expense to Assignee.

This Overriding Royalty Assignment shall be subject to ---

The provisions hereof shall inure to and be binding upon the parties hereto, their heirs, assigns, personal representative and successors, and said overriding royalty interest herein reserved to Assignee shall run with said leasehold and all renewals and extensions thereof and all preference-right and substitute leases granted thereon, whether under said serial number or a new serial number, and whether issued to Lessee or Lessee's successors or assigns.

IN WITNESS WHEREOF, Lessee has executed and delivered this overriding royalty assignment to Assignee, in triplicate, this day and year first above written.

Viola J. Kirkwood
VIOLA J. KIRKWOOD
LESSEE

STATE OF WYOMING
COUNTY OF NATRONA } ss:

ACKNOWLEDGEMENT
Single or Married

On this 15 day of November, 19 76, before me personally appeared

VIOLA J. KIRKWOOD

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.

Barbara Lucke
NOTARY PUBLIC

My Commission expires on the ____ day of ____ A.D., 19____.

623

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 [XX] 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 15 day of November , 19 76

Stanley H. Spalding
STANLEY H. SPALDING

Albert E. Allen Jr.
ALBERT E. ALLEN, JR.

with acknowledgment added

This form is submitted in lieu of official Form 3106-5 (February 1971) and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3106-5 (February 1971).

James A Bodenhamer
JAMES A. BODENHAMER
Tim T. Schowalter
(Assignee's Signature)
TIM T. SCHOWALTER

Sharol L. Dalgarno
SHAROL L. DALGARNO

P.O. BOX 3439, CASPER, WYOMING 82602
(Address, include zip code)

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-55632

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That
L. McMurdie
P.O. Box 15874
Salt Lake City, Utah 84115, 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
Utah Money Order Company	P.O. Box 1537 Salt Lake City, Utah 84110	4.00%

159101

RECORDED March 7, 19 77 9:00 A.M.
IN BOOK 5 of Misc. PAGE 625
FEES $5.75 Lois J. Yadon COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Painter

Being in all a total of an undivided 4.00% (four percent) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T. 32-N, R. 111-W, 6th P.M.

Section 5: Lots 1,2
8: $NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$
9: $E\frac{1}{2}NE\frac{1}{4}$
10: $W\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$
15: $W\frac{1}{2}$, $W\frac{1}{2}SE\frac{1}{4}$
17: $NE\frac{1}{4}NE\frac{1}{4}$
19: Lots 1, 2, 3, 4, $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$
20: $SW\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$
22: $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$
26: $NW\frac{1}{4}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$

Containing 2,444.34 acres, more or less.

WITNESS our hands this 1st day of March, 19 77

Witnesses:

L. McMurdie

STATE OF Utah
COUNTY OF Salt Lake } ss.

On the 1st day of March, 19 77, before me personally appeared L. McMurdie the signor of the above instrument, who duly acknowledged to me that she executed the same.

My commission expires: 2-12-79

Notary Public

Residing in Salt Lake City, Utah

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(~~Individual~~)
(Corporation)

Qualifications under W-47748

The undersigned hereby represent (s) that:

1. Each of undersigned (if more than one) is a native born citizen of the United States over the age of 21 years.

2. The interests, direct and indirect, of each of the undersigned in oil and gas leases and in applications or offers, including options, therefor affecting public lands in the State of Wyoming, together with the acreage affected by the foregoing Royalty Assignment do not exceed 246,080 chargeable acres.

3. The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease in excess of 17½ percent is subject to the limitation of overriding royalties as specified in 43 C.F.R. 192.83.

4. Each of the undersigned is the sole party in interest in the royalty assigned said person.

Witness:

Assignee:
Utah Money Order Company

..... as to by .....
Secretary & Treasurer
P.O. Box 1537
..... as to Salt Lake City, Utah 84110 .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
DISTRICT LAND OFFICE

IN THE MATTER OF U. S. OIL AND GAS LEASE APPLICATION SERIAL

Federal Oil & Gas Lease W-54164

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, Tom Stout is the present owner and holder of a 4.75 % overriding royalty interest in and to the oil, gas and other hydrocarbon substances, produced, saved and sold from that certain United States Oil and Gas Lease Application bearing Serial No. W-54164 , covering certain lands in the County of Sublette, State of Wyoming more particularly described as follows:

T. 33-N, R. 114-W, 6th P.M.

Section 13: All
14: All
24: All

159143

RECORDED March 9, 1977 9:00 A.M.
IN BOOK 53 Oil & Gas Leases PAGE 627
FEES $3.00 Lee J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Dietz

containing 1,920.00 acres, more or less.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Tom Stout does hereby sell, assign, transfer, set over and convey unto Utah Money Order Company, with a Post Office address at 149 East 9th South, P.O. Box 1537, S.L.C., Utah 84110, subject to the approval of the Secretary of the Interior or his authorized agent, 4.50 % out of the aforementioned overriding royalty, and being a 4.50 % interest in and to all of the oil, gas and other hydrocarbon substances, produced, saved and sold from the aforesaid lands, under and pursuant to the terms of any Oil and Gas Lease which William S. Schicktanz now has covering the above described lands.

This assignment shall inure to and bind the parties hereto, their heirs, successors, administrators, executors and assigns.

IN WITNESS WHEREOF, this Assignment has been executed this 1 day of July, 1976.

Tom Stout

Tom Stout

STATE OF Utah } ss.
COUNTY OF Salt Lake }

On this 1st day of July, 1976, before me, the undersigned Notary Public in and for said County and State, personally appeared Tom Stout, known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires:

2-12-79

Notary Public residing at:

BLANK No. 86— © GEM PRINTING CO. — SALT LAKE CITY

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 2nd day of NOVEMBER, 19 76
by and between Boyd Kelly, 1309 Highland Road, Santa Ynez, California 93460

SEE ATTACHED, hereinafter called lessor (whether one or more) and

INTER-AMERICAN PETROLEUM CORPORATION -- UNDIVIDED 50% INTEREST
609 East Speer Boulevard
Denver, Colorado 80203

, hereinafter called lessee,

THOMAS A. CHORNEY -- UNDIVIDED 50% INTEREST
432 Metro Bank Building
475 - 17th Street
Denver, Colorado 80202

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:

T 33 N - R 111 W
Sec. 3: W½
Sec. 4: E½
T 35 N - R 112 W
Sec. 34: S½NW¼, SW¼NE¼, S½
Sec. 35: W½SW¼

T 34 N - R 111 W
Sec. 19: Lot 4 (SW¼SW¼)
Sec. 28: E½
Sec. 30: Lots 1,2,3,E½NW¼,NE¼SW¼
Sec. 33: E½
Sec. 34: SW¼

T 3¼ N - R 112 W
Sec. 1: W½SW¼
Sec. 2: Lots 3,4,S½N½,N½S½, SE¼SE¼, S½SW¼
Sec. 11: W½NE¼, NW¼, W½SW¼
Sec. 24: S½SE¼, W½SW¼
Sec. 25: N½,N½S½,SW¼SE¼

and containing 3,834.70 acres, more or less.

It is agreed that this lease shall remain in force for a term of eight (8) years from April 12, 1977 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 April, 19 78, 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 National Bank at Box 3708, Santa Barbara, Calif. 93105 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Three thousand eight hundred thirty-four and 70/100 - - - - - ($3,834.70) - - - - 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 royalty and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 40 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 40 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when 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.

Boyd Kelly (SEAL)

BOYD KELLY (SEAL)

(SEAL) (SEAL)

(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 24 day of November, 19 76, personally appeared Boyd Kelly 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 ... free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires (Seal)

OFFICIAL SEAL
JOAN G. BOHLINGER
NOTARY PUBLIC - CALIFORNIA
SANTA BARBARA COUNTY
My Commission Expires March 17, 1978

Joan G. Bohlinger
Notary Public

STATE OF ...
COUNTY OF ...

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ... day of ..., 19..., personally appeared ...
and ..., to me known to be the identical person ..., described in and who executed the within and foregoing instrument of writing and acknowledged to me that ... executed the same as ... free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires ...

Notary Public

State of ... }
County of ... } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this ... day of ..., A. D. 19..., before me personally appeared ..., to me personally known, who, being by me duly sworn, did say that he is the ... of ... and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said ... acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this ... day of ..., A. D. 19...

(SEAL)

Notary Public.

My Commission expires ...

15944

This instrument was filed for record on the 24th day of March, 1977, at 1120 o'clock A. M. and duly recorded in ... of the records of this office.

Lois G. Hahn
County Clerk.

By Marilyn Cantrell
Deputy

Fee $5.50

When recorded return to

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 2nd day of NOVEMBER, 1976
by and between Koch Ranch, Inc., Daniel, Wyoming 83115

SEE ATTACHED

, hereinafter called lessor (whether one or more) and

, hereinafter called lessee.

INTER-AMERICAN PETROLEUM CORPORATION -- UNDIVIDED 50% INTEREST
609 East Speer Boulevard
Denver, Colorado 80203

THOMAS A. CHORNEY -- UNDIVIDED 50% INTEREST
432 Metro Bank Building
475 - 17th Street
Denver, Colorado 80202

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 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:

T 34 N - R 112 W
Sec. 1: W½SW¼
Sec. 2: Lots 3, 4, S½N½, N½S½, SE¼SE¼, S½SW¼
Sec. 11: W½NE¼, NW¼, W½SW¼

T 35 N - R 112 W
Sec. 34: S½NW¼, SW¼NE¼, S½
Sec. 35: W½SW¼

and containing 1,440.43 acres, more or less.

It is agreed that this lease shall remain in force for a term of eight (8) years from April 12, 1977 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 April, 19 78, 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 of Pinedale 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 One thousand four hundred forty and 43/100 - - - - - - - - - - ($1,440.43) - - - - 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 its pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall have the right to drill 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 any 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, which ever is the larger, plus a tolerance over the maximum area of [illegible] 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 on 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 which [illegible] 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 such unit.

The covenants 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.

4W-1086-3

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: _____ (SEAL)

_____ (SEAL)

BY: _____ (SEAL)

Lois F. Koch, Secretary (SEAL)

KOCH RANCH, INC. (SEAL)

(SEAL)

BY: _____ (SEAL)

Warren G. Koch, President (SEAL)

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.

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 15th day of November A. D. 19 76, before me personally appeared Warren G. Koch, to me personally known, who, being by me duly sworn, did say that he is the President of Koch Ranch, 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 Warren G. Koch acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 15th day of November A. D. 76

(SEAL)

Notary Public.

My Commission expires June 4, 1978

159345

This instrument was filed for record on the 9th day of March 19 77, at 9:45 o'clock A. M., and duly recorded in Volume 253 Misc. Page 631 of the records of this office.

Ann D. White
County Clerk.

By Madelyn Bratton
Deputy.

Fee $9.25

When recorded return to

_____

_____

_____

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 2nd day of NOVEMBER, 1976
by and between James Ranches, Inc., P.O. Box 6, Daniel, Wyoming 83115

, hereinafter called lessor (whether one or more) and

SEE ATTACHED

, hereinafter called lessee.

INTER-AMERICAN PETROLEUM CORPORATION -- UNDIVIDED 50% INTEREST
609 East Speer Boulevard
Denver, Colorado 80203

THOMAS A. CHORNEY -- UNDIVIDED 50% INTEREST
432 Metro Bank Building
475 - 17th Street
Denver, Colorado 80202

[redacted] [redacted] [redacted]

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:

T 33 N - R 111 W	T 34 N - R 111 W
Sec. 3: W½	Sec. 19: Lot 4 (SW¼SW¼) Sec. 34: SW¼
Sec. 4: E½	Sec. 28: E½
T 34 N - R 112 W	Sec. 30: Lots 1,2,3, E½NW¼, N½SW¼
Sec. 24: S½SE¼, W½SW¼	Sec. 33: E½
Sec. 25: N½, N½S½, SW¼SE¼	

and containing 2,394.27 acres, more or less.

It is agreed that this lease shall remain in force for a term of eight (8) years from April 12, 1977 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 April, 1978, 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 Two thousand three hundred ninety-four and 27/100 - - - - - - - - ($2,394.27) - - - DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired.

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 a 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.

44-1086-1

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: (SEAL)

(SEAL)

BY: (SEAL)
Hazel James, Secretary (SEAL)

JAMES RANCHES, INC. (SEAL)

(SEAL)

BY: (SEAL)
Carroll James, President (SEAL)

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
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 ..... 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

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
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 ..... 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 WYOMING }
County of SUBLETTE } ss

On this 17th day of November, A. D. 19 76, before me personally appeared Carroll James, to me personally known, who, being by me duly sworn, did say that he is the President of James 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 Carroll James 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 76

(SEAL) County of Sublette, State of Wyoming — My Commission Expires June 15, 1980

Notary Public.

My Commission expires 6-15-1980

159265

This instrument was filed for record on the 24th day of March 1977, at 9:00 o'clock A.M., and duly recorded in Book 23 of R.E. Page 634 of the records of this office.

Leo J. Clark
County Clerk.

By Phyllis Britton
Deputy.

Fee $2.25

When recorded return to

159158

RECORDED March 10, 1977 9:22 o'clock A.M.
IN BOOK 53 Misc. Records PAGE 637
FEES $3.00 Mary D. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Eldridge

ASSIGNMENT OF OPERATING RIGHTS

KNOW ALL MEN BY THESE PRESENTS: That, the undersigned, MARVIN DAVIS, of 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:

PANHANDLE WESTERN GAS COMPANY
a Delaware Corporation
P.O. Box 1348
Kansas City, Missouri 64141

hereinafter called Assignee, an undivided 100% interest, subject to the provisions hereinafter set forth, in and to the operating rights under the following described oil and gas lease, to-wit:

D-6156-2 Oil and Gas Lease effective May 1, 1967, from The United States of America, as Lessor, to Samuel Mandel, as Lessee, bearing serial no. W-5627-B INSOFAR and only insofar as said lease covers and affects the operating rights under the following described land in Sublette County, Wyoming:

Township 28 North, Range 108 West 6th P.M.
Section 9: All

Assignor herein reserves a 6.25% overriding royalty interest from the above lease in accordance with that certain Exploration and Development Agreement dated March 14, 1974, as amended by and between Panhandle Western Gas Company and Davis Oil Company during the payout of the #1 Wardell Federal well. After payout of the aforementioned well this overriding royalty interest shall be reduced to 60% of 6.25% (3.75%)

It is the intent that Panhandle Western Gas Company shall bear its proportionate share of the Landowner's Royalty and the full burden of a 6.95625% overriding royalty and that during payout of the #1 Wardell Federal well an additional full burden of 9.6875% overriding royalty.

This Assignment of Operating Rights is subject to the right of Farmoutors to convert the 6.25% retained overriding royalty during payout to a working interest in accordance with that certain Farmout Agreement dated July 22, 1974, as amended, by and between Rainbow Resources et al and Davis Oil Company.

IN WITNESS WHEREOF, The Assignor has caused this Assignment to be executed this 17th day of February, 1977, but shall be deemed effective as between the parties hereto as of the date of first production from the #1 Wardell Federal well located in the SE/4SE/4 of Section 9, Township 28 North, Range 108 West.

Marvin Davis

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 17th day of February, 1977, by Marvin Davis.

Witness my hand and official seal.

Notary Public

My Commission Expires:
April 8, 1978

CSG-67

ASSIGNMENT OF OIL AND GAS LEASES

INTER-AMERICAN PETROLEUM CORPORATION, a Colorado corporation, of 609 East Speer Boulevard, Denver, Colorado 80203, and THOMAS A. CHORNEY, of 432 Metrobank Building, 475 - 17th Street, Denver, Colorado 80202, hereinafter called "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, paid to Assignor by CSG EXPLORATION COMPANY, of P.O. Box 25128, Oklahoma City, Oklahoma 73125, hereinafter called "Assignee", the receipt of which is hereby acknowledged, does hereby grant, sell, transfer and assign to Assignee, without warranty of title either express or implied, all of Assignor's right, title and interest in, to and under the oil and gas leases (said leases) described on Exhibit "A" attached to this Assignment and made part hereof.

Assignor reserves an overriding royalty of five percent of eight-eighths (5.0% of 8/8) of all oil, gas and other hydrocarbons produced, saved and marketed from the said leases. 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 for said leases.

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 fifteen (15) days after receipt of such notice within which to elect to take a reassignment of such interest. Any election to take a reassignment so made by Assignor must be delivered to Assignee by registered mail within the specified time. Assignee will deliver to Assignor an Assignment prior to the anniversary date of the lease if Assignor makes such an election. Any such reassignment shall be free and clear of any liens or encumbrances created by, through or under Assignee. Any failure of Assignee to comply with the above notice provisions shall not cause a liability in excess of the purchase price paid for this Assignment.

This Assignment shall be binding upon and inure to the parties hereto, their successors and assigns.

EXECUTED THIS 18th DAY OF FEBRUARY, 1977.

ATTEST:

Debra A. Pelus
Assistant Secretary

INTER-AMERICAN PETROLEUM CORPORATION

BY: Joseph R. Mazzola
Joseph R. Mazzola, Vice-President

P&D

BY: Thomas A. Chorney
Thomas A. Chorney

STATE OF COLORADO)
COUNTY OF DENVER) SS.

The foregoing instrument was acknowledged before me this 18th day of February, 1977, by Joseph R. Mazzola, as Vice-President of Inter-American Petroleum Corporation, a Colorado corporation.

WITNESS my hand and official seal.

Debra A. Pelus
Notary Public

My Commission Expires: My Commision Expires July 18 1978

STATE OF COLORADO)
COUNTY OF DENVER) SS.

The foregoing instrument was acknowledged before me this 18th day of [illegible], 1977, by Thomas A. Chorney.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: [illegible]

RETURN TO
CITIES SERVICE GAS CO.
LAND AND LEASE DEPT.
P. O. BOX 25128
OKLAHOMA CITY, OKLA.

EXHIBIT "A"

Attached to and made a part of Assignment dated February 18, 1977 between INTER-AMERICAN PETROLEUM CORPORATION and THOMAS A. CHORNEY, Assignor, and CSG EXPLORATION COMPANY, Assignee.

6W-1004 Oil and Gas Lease dated June 22, 1976 from Jewett Land and Livestock Company, to Assignor, recorded in Book 53 O&G, Page 131 of the records of Sublette County, Wyoming covering the following lands in said county and state to wit:

Township 32 North, Range 111 W
Section 22: SW¼, SW¼SE¼
Section 25: W½NW¼, N½SW¼, SE¼SW¼
Section 26: NE¼, N½SE¼, SE¼SW¼, N½SW¼, SW¼NW¼
Section 27: N½NE¼, W½
Section 28: E½NE¼, SW¼NE¼, NE¼SE¼

Containing 1,360.00 acres, more or less

6W-1006 Oil and Gas Lease dated June 25, 1976 from Cornelia Burke, a widow, to Assignor, recorded in Book 53 O&G, Page 65 of the records of Sublette County, Wyoming covering the following lands in said county and state to wit:

Township 31 North, Range 110 West
Section 17: NE¼NE¼, NW¼SE¼, SE¼SW¼, NW¼SW¼

Containing 160.00 acres, more or less

6W-1008 Oil and Gas Lease dated June 28, 1976 from Harry Zimmerman and Lucy Zimmerman, husband and wife, to Assignor, recorded in Book 53 O&G, Page 60 of the records of Sublette County, Wyoming covering the following lands in said county and state to wit:

Township 31 North, Range 111 West
Section 36: SW¼

Containing 160.00 acres, more or less

6W-1011 Oil and Gas Lease dated June 30, 1976 from Michael Warren and Bonnie Prentice, to Assignor, recorded in Book 53 O&G, Page 79 of the records of Sublette County, Wyoming covering the following lands in said county and state of wit:

Township 31 North, Range 111 W
Section 25: NE¼SW¼, S½SW¼, SW¼SE¼

Containing 160.00 acres, more or less

159159

RECORDED March 10, 19 77 9:00 A M
IN BOOK 53 Oil & Gas Leases PAGE 638
FEES $5.25 Lou J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

RETURN TO
CITIES SERVICE GAS CO.
LAND AND LEASE DEPT.
P. O. BOX 25128
OKLAHOMA CITY, OKLA. 73125

LEASE NO. 608071

RELEASE OF LEASE

Amoco Production Company, a Delaware Corporation of Tulsa, Oklahoma, with an office in Denver, Colorado

do es hereby release, relinquish and surrender all of its right, title and interest in and to that certain oil and gas, or oil, gas and mineral lease dated the 1st day of February 19 77, made and entered into between

United States of America Lessor

and Mary Bod [illegible] Lessee

said lease being recorded in Book 49, on Page 615, in the records provided by law for the recording of such leases, only in so far as said lease covers the following described land located in the County of Sublette, State of Wyoming, to-wit:

Township 30 North, Range 114 West
Section 11: NE/4, SW/4
Section 12: N/2 NE/4

159156

RECORDED March 10 19 77 1:00 P. M
IN BOOK 53 Oil & Gas Lse PAGE 641
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Barton

APPROVED
[illegible]

Executed this 1st day of March, 19 77.

Amoco Production Company

By T. S. Yancey
Its Attorney In Fact

CORPORATION ACKNOWLEDGMENT, ATTORNEY IN FACT

STATE OF Colorado
COUNTY OF Denver

On this 1st day of March, 19 77, before me, the undersigned, a Notary Public in and for said County and State, personally appeared T. S. YANCEY known to me to be the person whose name is subscribed to the foregoing instrument, who, being by me duly sworn, did say that he is the Attorney In Fact of Amoco Production Company, and that said instrument was executed in behalf of said Corporation by authority of its Board of Directors, and said T. S. YANCEY acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1st day of March, 19 77.

My commission expires My Commission expires Oct. 28, 1979

Denise O Gustafson
Notary Public

WHEN RECORDED RETURN TO: Amoco Production Company Security Life Bldg., Denver, Colorado 80202
FORM 795 2-71

t.t.g; 3-1-77; Nov. 76 and Jan. 77 Exp.

642

LEASE NO. 608074

RELEASE OF LEASE

Amoco Production Company, a Delaware Corporation of Tulsa, Oklahoma, with an office in Denver, Colorado

do es hereby release, relinquish and surrender all of its right, title and interest in and to that certain oil and gas, or oil, gas and mineral lease dated the 1st day of December 19 66, made and entered into between

United States of America Lessor

and James A. Bodenhammer Lessee

said lease being recorded in Book 49, on Page 661, in the records provided by law for the recording of such leases, only in so far as said lease covers the following described land located in the County of Sublette, State of Wyoming, to-wit:

Township 31 North, Range 114 West
Section 29: W/2 NW/4, NW/4 SW/4, SE/4 SE/4

159167

RECORDED March 10 19 77 11:01 AM
IN BOOK 53 Misc. Rec. PAGE 642
FEES $3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Marilyn Dunn

APPROVED
Bon Gil.

Executed this 3rd day of March, 19 77

Amoco Production Company

By T. S. Yancey
Its Attorney In Fact

CORPORATION ACKNOWLEDGMENT, ATTORNEY IN FACT

STATE OF Colorado
COUNTY OF Denver

On this 3rd day of March, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared T. S. YANCEY known to me to be the person whose name is subscribed to the foregoing instrument, who, being by me duly sworn, did say that he is the Attorney In Fact of Amoco Production Company, and that said instrument was executed in behalf of said Corporation by authority of its Board of Directors, and said T. S. YANCEY acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of March, 1977.

My commission expires [illegible]

Notary Public

WHEN RECORDED RETURN TO: Amoco Production Company Security Life Bldg., Denver, Colorado 80202

FORM 696-3-71

tlg; 3-3-77; Nov. 76 Exp.

ASSIGNMENT OF OPERATING RIGHTS

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:

PANHANDLE WESTERN GAS COMPANY
a Delaware Corporation
P.O. Box 1348
Kansas City, Missouri 64141

hereinafter called Assignee, an undivided 31.25% interest, subject to the provisions hereinafter set forth, in and to the operating rights under the following described oil and gas leases, to-wit:

D-5645 Oil and Gas Lease effective April 1, 1966, from The United States of America, as Lessor, to Etta Mandel, as Lessee, bearing serial no. W-0321760, INSOFAR and only insofar as said lease covers and affects the operating rights under the following described land in Sweetwater County, Wyoming:

Township 25 North, Range 109 West 6th P.M.
Section 14: NE/4

D-5679 Oil and Gas Lease effective May 1, 1967, from The United States of America, as Lessor, to Esther Chorney, as Lessee, bearing serial no. W-5084 INSOFAR and only insofar as said lease covers and affects the operating rights under the following described land in Sweetwater County, Wyoming:

Township 25 North, Range 107 West 6th P.M.
Section 31: NE/4

D-5695 Oil and Gas Lease effective May 1, 1967, from The United States of America, as Lessor, to Esther Chorney, as Lessee, bearing serial no. W-5099 INSOFAR and only insofar as said lease covers and affects the operating rights under the following described land in Sweetwater County, Wyoming:

Township 25 North, Range 108 West 6th P.M.
Section 1: Lots 3, 4, S/2NW/4

D-5717 Oil and Gas Lease effective May 1, 1967, from The United States of America, as Lessor, to Esther Chorney, as Lessee, bearing serial no. W-5191 INSOFAR and only insofar as said lease covers and affects the operating rights under the following described land in Sublette County, Wyoming:

Township 27 North, Range 109 West 6th P.M.
Section 7: Lots 3, 4, E/2SW/4

Assignor herein reserves a 31.25% X 6.25% (1.953125%) overriding royalty interest in and to the hereinabove described oil and gas leases.

159192

RECORDED March 14 AD 22 100 A.M.
IN BOOK 93 Misc PAGE 643
FEES $ 5.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

RECORDED FEB 14 1977 AT 9:10
IN BOOK 140 PAGE 327-28
SUBLETTE COUNTY, WYOMING

In addition Assignee shall bear its proportionate share of the landowner's royalty and the full burden of a 2.03125% overriding royalty interest on each of the hereinabove described oil and gas leases.

THIS ASSIGNMENT is made without warranty of title either express or implied.

EXECUTED this 17th day of September, 1976.

DAVIS OIL COMPANY, a Partnership

By _____
Paul Messinger, 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 17th day of September, 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

NOTARY PUBLIC STATE OF COLORADO

[redacted] ASSIGNMENT OF OVERR[redacted]G ROYALTY AFFECTING [redacted]

UNITED STATES OIL AND GAS LEASE W - 29927

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That R. H. Garner
7007 Mesa Verde
Bakersfield, Ca 93309
, 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
Robert H. Garner and Barbara M. Garner, as Trustees of the Robert H. Garner Trust No. 1 established on December 30, 1976, and the successor Trustee.	7007 Mesa Verde Bakersfield, Ca 93309	One and One Half Percent (1 - 1/2 %)

Being in all a total of an undivided One and One Half Percent overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T. 38 N., R. 114 W., 6th Prin. Mer.
Sec. 30: SE¼
Sec. 31: E½

159216

RECORDED March 15, 19 77 2:00 P M
IN BOOK 53 Oil & Gas Lease PAGE 645
FEES $4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Marilyn Benton

Containing 480.00 acres, more or less.

WITNESS our hands this 17th day of February, 19 77.

Witnesses:

R. H. Garner

STATE OF CALIFORNIA
COUNTY OF KERN } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 28th day of February, 19 , personally appeared R. H. Garner

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

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

1. Each of undersigned (if more than one) is a native born citizen of the United States over the age of 21 years.

2. The interests, direct and indirect, of each of the undersigned in oil and gas leases and in applications or offers, including options, therefor affecting public lands in the State of WYOMING, together with the acreage affected by the foregoing Royalty Assignment do not exceed 246,080 chargeable acres.

3. The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease in excess of 17½ percent is subject to the limitation of overriding royalties as specified in 43 C.F.R. 192.83.

4. Each of the undersigned is the sole party in interest in the royalty assigned said person.

Witness:

Assignee: Robert H. Garner and Barbara M. Garner, as Trustees of the Robert H. Garner Trust No. 1 established on December 30, 1976, and the successor Trustee

Sonja Cunningham as to By: Robert H. Garner
Robert H. Garner

Sonja Cunningham as to By: Barbara M. Garner
Barbara M. Garner

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

STATE OF WYOMING)
COUNTY OF SUBLETTE)

ASSIGNMENT OF OPERATING RIGHTS

CHANDLER & ASSOCIATES, INC. for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain and convey unto Brinkerhoff Drilling Company, Inc., 600 Denver Club Building, Denver, Colorado 80202 (303) and Belring Company, 10000 Old Katy Road, Suite 100, Houston, Texas 77055 (504) all of its operating rights in and to those certain United States Oil and Gas Leases covering the following described lands:

Lessor: United States of America
Lessee: Bonnie Hoeper
Serial No. W-30485
Date of Lease: September 1, 1971

Township 33 North, Range 114 West, 6th P.M.
Section 33: N½N½, S½NW¼

Lessor: United States of America
Lessee: M. N. Hahn
Serial No. W-31575
Date of Lease: February 1, 1972

Insofar and only insofar as said lease covers
Township 33 North, Range 114 West, 6th P.M.
Section 33: NW¼SW¼, S½S½

subject to the following reservations:

(1) Chandler hereby reserves a proportionate 1/16 of 8/8 overriding royalty interest; said override to be exclusive of any presently existing lease burdens; which override shall be convertible at payout to a proportionate 50% working interest. For the purposes of this agreement, the payout is defined as the day when the proceeds of net production from the drillsite tract (total production from the drillsite tract after deducting Lessor's royalty and all presently existing outstanding overriding royalty or production payment, including the proportionate 1/16 override above described, and any applicable production or severance taxes) shall equal the cost, both tangible and intangible, of drilling, testing, completing and equipping and operating the test well during such period.

159227

RECORDED March 16 1977 9:45 A M
IN BOOK 53 O & G PAGE 647
FEES $7.50 Lucy J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

(2) This assignment of operating rights covers from the surface of the ground to and including 6,000' with Chandler reserving all rights below 6,000'.

Chandler & Associates, Inc. also conveys to the above parties in the same proportions as set forth above 50% of its operating rights in and to those certain United States Oil and Gas Leases as set forth below:

Lessor: United States of America
Lessee: M. N. Hahn
Serial No: W-31575
Date of Lease: February 1, 1972

Insofar and only insofar as said lease covers
Township 33 North, Range 114 West, 6th P.M.
Section 34: SW¼SW¼

Lessor: United States of America
Lessee: Dorothy Chorney
Serial No: W-7417-B
Date of Lease: September 1, 1967

Insofar and only insofar as said lease covers
Township 33 North, Range 114 West, 6th P.M.
Section 28: NE¼, S½NW¼, N½SE¼, SW¼SE¼

Lessor: United States of America
Lessee: Esther Chorney
Serial No.: W-3344-C
Date of Lease: January 1, 1967

Township 33 North, Range 114 West
Section 22: NE¼NE¼, S½NE¼, SE¼
Section 23: All

Lessor: United States of America
Lessee: Barlow & Haun, Inc.
Serial No: W-33109
Date of Lease: December 1, 1973

Insofar and only insofar as said lease covers
Township 33 North, Range 114 West
Section 21: SW¼

subject to the following reservation:

This assignment of operating rights covers from the surface of the ground to and including 6,000' with Chandler reserving all rights below 6,000'.

This Assignment of Operating Rights is made without any warranty or representation of title, either express or implied. In the event the interest hereby covered is less than the entire working interest in the oil, gas and other hydrocarbons in the subject leases, then the interest hereby conveyed shall be reduced

in the proportion that such conveyed interest bears to the full and undivided interest of the oil, gas and other hydrocarbons produced from the subject leases.

This Assignment of Operating Rights is made subject to the following:

1. That certain Farmout Agreement dated June 29, 1976, by and between Chandler & Associates, Inc., as Farmor, and Beta Exploration, Inc. as Farmee, referred to herein as the "subject Farmout Agreement", as amended.

2. Landowner's royalty and any and all other burdens existing as of the date of this assignment and set forth in Exhibit "B" to the subject Farmout Agreement.

3. The rights and liabilities of the parties hereby shall be individual and not joint or collective, and this Assignment of Operating Rights shall not be construed as creating a co-partnership, mining partnership, joint venture or any other entity whatsoever.

4. This Assignment of Operating Rights shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of Assignor and Assignees, and the covenants, agreements, conditions and obligations running with the lands. This assignment shall not be assignable by Assignees without the prior written consent of Assignor, and Assignees agree that they will not, without the prior written consent of Assignor, create any overriding royalty, payment of production, net profit obligation or carried interest, or any other obligation which will be a burden upon the lands hereby conveyed.

IN WITNESS WHEREOF this Assignment of Operating Rights is executed this 9th day of December, 1976.

CHANDLER & ASSOCIATES, INC.

ATTEST:

Hubert L. White, Secretary

Leslie J. Rodman, Vice President

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by LESLIE J. RODMAN as Vice Presidentof CHANDLER & ASSOCIATES, INC. this 9th day of December, 1976.

Witness my hand and official seal.

My Commission Expires:

[illegible]

Notary Public

650

Federal Lease Nos. W-3344-C, W-7417-B, W-30485, W-31575 and W-33109

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 A Colorado
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation Case File W-56583
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.
This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 10th day of December , 19 76

ATTEST:

J. L. Jackson

J. L. Jackson, Assistant Secretary

BRINKERHOFF DRILLING COMPANY, INC.

By: D. D. D. Brinkerhoff Jr.

(Assignee's Signature)

M. H. Brinkerhoff, Vice President
600 Denver Club Building
518 17th Street
Denver, Colorado 80202

(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF _____ }
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:

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, [illegible] the first day of the month following the [illegible]

4. *Overriding royalties or payments out of production* — Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of Assignment* — Approval of assignment of a definitely described portion of the leased lands creates a separate lease. Assignee, upon approval of assignment, becomes lessee of the [illegible] 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 [illegible] lease, out of which the assignment is made, [illegible] by assignee.

SPECIFIC INSTRUCTIONS

Items not specifically mentioned 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 signature

3. If assignee is an association or partnership, assignee must furnish, in addition to evidence 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 their beneficiaries or citizens outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate statement of his citizenship and holdings must be furnished.

If satisfactory evidence of qualifications and ownership has previously been furnished as required by the regulations, reference by serial number of record in which it was filed together with [illegible] will be sufficient compliance with the regulations (43 CFR 2102).

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 acceptance 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 as well as [illegible] assignments, if any, must be filed no later than fifty (50) days after filing assignment.

PART II Federal Lease Nos. U-3044-C, U-7417-C, U-7445, U-23513, and U-23809

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Qualifications filed under U-56343

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 28th day of February, 1977.

BELRING COMPANY
A Limited Partnership
By: BELCO PETROLEUM CORPORATION
Its Sole General Partner

David B. Martin (Assignee's Signature)
Attorney-in-Fact

10000 Old Katy Road, Suite 100
Houston, Texas, 77055
(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INSTRUCTIONS

1. *Use of form* — Use only for assignment of record title interest in oil and gas leases. *Do not use for assignments of working or royalty interests, operating agreements, or subleases.* An assignment of record title may only cover lands in *one* lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with *each* assignment.

2. *Filing and number of copies* — File three (3) completed and manually signed copies in appropriate land office. A $10 nonrefundable filing fee *must* accompany assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective date of assignment* — Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers.

4. *Overriding royalties or payments out of production* — Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of Assignment* — Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with *all* lease terms and conditions, including timely payment of annual rental and maintenance of any required bond; *except* in the case of assignment of undivided interests, royalties, and operating agreements.

6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 — Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

A. *Certification of assignee*

3. If assignee is an association or partnership, assignee *must* furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases; (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.

If assignee is a corporation, it *must* submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of *all* stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee *must* be in full compliance with the regulations (43 CFR 3102).

4. *Statement of interests* — Assignee *must* indicate whether or not he is the sole party in interest in the assignment; if not, assignee *must* submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. *All* interested parties *must* furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, *must* be filed no later than fifteen (15) days after filing assignment.

STATE OF WYOMING)

COUNTY OF SUBLETTE)

ASSIGNMENT OF OPERATING RIGHTS

BETA EXPLORATION, INC. for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, assign and convey unto Brinkerhoff Drilling Company, Inc., 600 Denver Club Building, Denver, Colorado 80202 (50%) and Beiring Company, 10000 Old Katy Road, Suite 100, Houston, Texas 77055 (50%) all of its operating rights in and to those certain United States Oil and Gas Leases covering the following described lands:

Lessor: United States of America
Lessee: Bonnie Hoeper
Serial No. W-30485
Date of Lease: September 1, 1971

Township 33 North, Range 114 West, 6th P.M.
Section 33: N/2 N/2, S/2 NW/4

Lessor: United States of America
Lessee: M. N. Hahn
Serial No. W-31575
Date of Lease: February 1, 1972

Insofar and only insofar as said lease covers
Township 33 North, Range 114 West, 6th P.M.
Section 33: NW/4 SW/4, S/2 S/2

subject to the following reservations:

(1) Beta Exploration, Inc. hereby reserves a proportionate 1/16th of 8/8ths overriding royalty interest; said override to be exclusive of any presently existing lease burdens; which override shall be convertible at payout to a proportionate 50% working interest. For the purposes of this agreement, the payout is defined as the day when the proceeds of net production from the drillsite tract (total production from the drillsite tract after deducting Lessor's royalty and all presently existing outstanding overriding royalty or production payment, including the proportionate 1/16th override above described, and any applicable production or severance taxes) shall equal the cost, both tangible and intangible, of drilling, testing, completing and equipping and operating the test well during such period.

(2) This assignment of operating rights covers from the surface of the ground to the stratigraphic equivalent of 6,000' as found in the Ote Creek Unit No. 1 Well located in the SW/4 NE/4 Section 33, Township 33 North, Range 114 West with Beta Exploration, Inc. reserving all rights below such depth.

[redacted] 139823 [redacted]

RECORDED March 16 1977 2:00 P.M.
IN BOOK 53 O & G. PAGE 452
FEES $9.50 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Beta Exploration, Inc. also conveys to the above parties in the same proportions as set forth above 50% of its operating rights to the depth above specific in and to those certain United States Oil and Gas Leases as set forth below:

Lessor: United States of America
Lessee: M. N. Hahn
Serial No. W-31575
Date of Lease: February 1, 1972

Insofar and only insofar as said lease covers
Township 33 North, Range 114 West, 6th P.M.
Section 34: SW/4 SW/4

Lessor: United States of America
Lessee: Dorothy Chorney
Serial No. W-7417-B
Date of Lease: September 1, 1967

Insofar and only insofar as said lease covers
Township 33 North, Range 114 West, 6th P.M.
Section 28: NE/4, S/2 NW/4, N/2 SE/4, SW/4 SE/4

Lessor: United States of America
Lessee: Esther Chorney
Serial No. W-3344-C
Date of Lease: January 1, 1967

Township 33 North, Range 114 West, 6th P.M.
Section 22: NE/4 NE/4, S/2 NE/4, SE/4
Section 23: All

Lessor: United States of America
Lessee: Barlow & Haun, Inc.
Serial No. W-33109
Date of Lease: December 1, 1973

Insofar and only insofar as said lease covers
Township 33 North, Range 114 West, 6th P.M.
Section 21: SW/4

This Assignment of Operating Rights is made without any warranty or representation of title, either express or implied. In the event the interest hereby covered is less than the entire working interest in the oil, gas and other hydrocarbons in the subject leases, then the interest hereby conveyed shall be reduced in the proportion that such conveyed interest bears to the full and undivided interest of the oil, gas and other hydrocarbons produced from the subject leases.

This Assignment of Operating Rights is made subject to the following:

1. That certain Agreement dated September 15, 1976, by and between Beta Exploration, Inc. and Brinkerhoff Drilling Company, Inc., referred to herein as the "subject Agreement", as amended.

2. Landowner's royalty and any and all other burdens existing as of the date of this assignment and set forth in subject Agreement.

3. The rights and liabilities of the parties hereby shall be individual and not joint or collective, and this Assignment of Operating Rights shall not be construed as creating a co-partnership, mining partnership, joint venture or any other entity whatsoever.

4. This Assignment of Operating Rights shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of Assignor and Assignees, and the covenants, agreements, conditions and obligations running with the lands. This assignment shall not be assignable by Assignees without the prior written consent of Assignor, and Assignees agree that they will not, without the prior written consent of Assignor, create any overriding royalty, payment of production, net profit obligation or carried interest, or any other obligation which will be a burden upon the lands hereby conveyed.

IN WITNESS WHEREOF this Assignment of Operating Rights is executed this 16th day of December, 1976.

ATTEST:

W. C. Burns, Assistant Secretary

BETA EXPLORATION, INC.

E. E. Heiser, Vice President

STATE OF COLORADO)
CITY &) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by E. E. Heiser as Vice President of BETA EXPLORATION, INC. this 16th day of December, 1976.

Witness my hand and official seal.

My Commission Expires;

12-8-78

Notary Public

FEDERAL LEASE NOS. W-[redacted]65, W-31575, [redacted]74-B, W-55[illegible] AND W-55[redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation
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

A Colorado

Case File W-56943

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form and contains all of the provisions thereof as of the date of filing of this assignment.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 16th day of December, 19 76.

ATTEST:

J. L. Jackson, Assistant Secretary

BRINKERHOFF DRILLING COMPANY, INC.

By: [signature]
(Assignee's Signature)
M. H. Brinkerhoff, Vice President

600 Denver Club Building
Denver, Colorado 80202
(Address, include zip code)

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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:

GENERAL INSTRUCTIONS

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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 segregate 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 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.

PART II Federal Lease Nos. W-30485, W-31575, W-7417-B, W-3344-C, and W-33109

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Qualifications filed under W-56943

B. 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.

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 28th day of February, 1977.

BELRING COMPANY
A Limited Partnership
By: BELCO PETROLEUM CORPORATION
Its Sole General Partner

David B. Martin (Assignee's Signature)
Attorney-in-Fact

10000 Old Katy Road, Suite 100
Houston, Texas, 77055
(Address, include zip code)

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[redacted] OIL AN[redacted]AS LEASE [redacted]

AGREEMENT, Made and entered into this 2nd day of March, 1977
by and between Doyle F. Child and Elaine C. Child, husband and wife, Afton, Wyoming 83110

_____, hereinafter called lessor (whether one or more) and
SEE ATTACHED, 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:

T 31 N - R 111 W
Sec. 1: Lots 3,4, S½NW¼, SW¼
2: Lots 1,2,3,4, S½NE¼, SE¼NW¼, E½SW¼, SE¼
11: N½NE¼
12: N½NW¼ (except 2 acres in SE¼SW¼ Sec. 1 and NE¼NW¼ Sec. 12 deeded to School Dist. No. 18)

T 32 N - R 111 W
Sec. 26: SW¼SW¼
27: S½NE¼, SE¼
34: NE¼
35: SE¼NE¼, W½NE¼, NW¼, S½

and containing 2,038.97 acres, more or less.

It is agreed that this lease shall remain in force for a term of eight (8) years from April 14, 1977 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 14th day of April, 1978, 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 Kemmerer, Wyoming 83101 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Two thousand thirty-eight and 97/100 ($2,038.97) DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 40 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 40 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when compiled with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

Lessor hereby releases and relinquishes any right of homestead, dower or courtesy they or either of them may have in or to the leased land.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Doyle F. Child (SEAL)

Elaine C. Child (SEAL)

STATE OF Wyoming }
COUNTY OF Lincoln } 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 6th day of March, 1977, personally appeared Doyle F. Child and Elaine C. Child, husband and wife, to me known to be the identical persons described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires Aug 8, 1980

Notary Public

Arizona, Colorado, Idaho, Kansas, Montana

THOMAS A. CHORNEY
432 Metrobank Building
475 17th Street
Denver, Colorado 80202

-- UNDIVIDED 50% INTEREST

INTER-AMERICAN PETROLEUM CORPORATION
609 East Speer Boulevard
Denver, Colorado 80203

-- UNDIVIDED 50% INTEREST

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.....

159875 Book 630

This instrument was filed for record on the 7th day of March, 1977, at 9 o'clock A.M. and duly recorded in Volume 630 Page 1051 of the records of this office

[illegible]
County Clerk.

By [illegible]
Deputy.

When recorded return to

T. A. CHORNEY EXPLORATION CO.
432 METROBANK BUILDING
475 - 17th STREET
DENVER, COLORADO [redacted]

OIL AND GAS LEASE

[redacted] [redacted] [redacted]

ACKNOWLEDGEMENT, Made and entered into this 2nd day of March, 19 77

by and between Ted C. Frome and Betty B. Frome, husband and wife, Afton, Wyoming 83110

_____, hereinafter called lessor (whether one or more) and

SEE ATTACHED, 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:

T 31 N - R 111 W

Sec. 1: Lots 3,4, S½NW¼, SW¼
2: Lots 1,2,3,4, S½NE¼, SE¼NW¼, E½SW¼, SE¼
11: N½NE¼
12: N½NW¼ (except 2 acres in SE¼SW¼ Sec. 1 and NE¼NW¼ Sec. 12 deeded to School Dist. No. 18)

T 32 N - R 111 W

Sec. 26: SW¼SW¼
27: S½NE¼, SE¼
34: NE¼
35: SE¼NE¼, W½NE¼, NW¼, S½

and containing 2,038.97 acres, more or less.

It is agreed that this lease shall remain in force for a term of eight (8) years from April 14, 1977 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 14th day of April, 1978, 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 Kemmerer, Wyoming 83101 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Two thousand thirty-eight and 97/100----------($2,038.97)----------DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 40 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 40 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when compiled with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

Lessor hereby releases and relinquishes any right of homestead, dower or courtesy they or either of them may have in or to the leased land.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

(SEAL) Ted C. Frome (SEAL)

(SEAL) Ted C. Frome (SEAL)

(SEAL) Betty B. Frome (SEAL)

(SEAL) Betty B. Frome (SEAL)

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

STATE OF Wyoming }
COUNTY OF Lincoln } SS.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 7th day of March, 19 77, personally appeared Ted C. Frome and Betty B. Frome, husband and wife, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires Dec 15, 1980 Janet L. Miller
Notary Public

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

STATE OF .....
COUNTY OF ..... } SS.

THOMAS A. CHORNEY
432 Metrobank Building
475 17th Street
Denver, Colorado 80202

-- UNDIVIDED 50% INTEREST

INTER-AMERICAN PETROLEUM CORPORATION -- UNDIVIDED 50% INTEREST
609 East Speer Boulevard
Denver, Colorado 80203

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
1-7-78

This instrument was filed for record on the 7th day of March, 1977 at 9 o'clock A M. and duly recorded in Vol. 53 of the records of this office.

Karen J. Clark
County Clerk.
By Elizabeth Lucas
Deputy.

When recorded return to

T. A. CHORNEY EXPLORATION CO.
432 METROBANK BUILDING
475 - 17th STREET
DENVER, COLORADO 80202

R E L E A S E

STATE OF Wyoming

COUNTY OF Sublette

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned (do, does) hereby release, relinquish and surrender all of (~~his~~ their) right, title and interest in and to (that, ~~those~~) certain oil and gas lease(~~s~~) set forth and described in Exhibit "A" attached and made a part hereof, insofar as said lease(~~s~~) cover(s) the land(~~s~~) specifically described in said Exhibit "A".

IN WITNESS WHEREOF, the undersigned (~~has~~ have) executed this instrument on this the 4th day of February, 1977.

ATTEST:

R. J. Duncan, Assistant Secretary

ANADARKO PRODUCTION COMPANY

By C. E. Lasseter, Vice President

ROBERT E. SKINNER

1532??

RECORDED March 21 1977 9:00 M
IN BOOK 330 PAGE 661
FEES $6.25 Lucinda J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen Campbell

Return To:
Anadarko Production Company
P. O. Box 1330
Houston, Texas 77001

A C K N O W L E D G M E N T

STATE OF TEXAS)
) SS
COUNTY OF HARRIS)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that C. E. Lasseter, to me personally known, and known to me to be the same person who executed the foregoing instrument as Vice President of Anadarko Production Company, a corporation, appeared before me this day in person and, being first dully 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 4th day of February, A.D., 1977.

Notary Public

CAROLYN SUE FULLER
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1977

My Commission Expires:

ACKNOWLEDGMENT

STATE OF California)
COUNTY OF Orange) ss

I, Hortencia Cano, a Notary Public in and for said County and State, do hereby certify that Robert E. Skinner 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 own free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this 16th day of March, A. D., 19 77.

Hortencia Cano
Notary Public

My Commission Expires:

OFFICIAL SEAL
HORTENCIA CANO
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My comm. expires JAN 7 1979

Return To:
[illegible] Production Company
P. O. Box 1330
Houston, Texas 77001

EXHIBIT A

SUBLETTE COUNTY, WYO.

8-31-73

OUR CODE 3-28-40-035

LEASE NUMBER	DATE	RECORDED	LESSOR	SEC	TWNS	RNG	DESCRIPTION
0072-00-N	3 26 68	BOOK 42 , PAGE 331	FRED E. SHRIVER ET AL	028	36N	108W	W½SW
				030	36N	108W	SE, SENESW, E½SESWNE, ASESWNE, S½NWSENE, ½NESENE, SWSENE, SESNE
				031	36N	108W	N2NE

Return To
Amarko Production Company
P. O. Box 1630
Houston, Texas 77001

663

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-46997

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Martha Lea Mitchell
2920 South Parker Court
Denver, Colorado 80232
....., 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
R. E. Puckett	215 Security Life Building Denver, Colorado 80202	3-3/4% of 8/8ths

159543

RECORDED March 25 19 77 9:00 M
IN BOOK 330 PAGE 665
FEES $3.25 David Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen Wampler

Being in all a total of an undivided three and three-quarters per cent of eight-eights
3-3/4% of 8/8ths overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 37 North, Range 113 West, 6th PM
Section 1: Lots 1, 2, 3, 4
Section 2: Lots 1, 2, SE¼
Section 4: SE¼SW¼
Section 10: NW¼SE¼
Section 17: SE¼

Township 38 North, Range 113 West, 6th PM
Section 36: NW¼SW¼, S½S½

Containing 646.77 acres, more or less.

WITNESS our hands this 24th day of February, 19 77

Witnesses:

.....

.....

Martha Lea Mitchell

.....

STATE OF Colorado }
COUNTY OF Denver } ss.

On the 24th day of February, 19 77, before me personally appeared Martha Lea Mitchell the signor of the above instrument, who duly acknowledged to me that she executed the same.

Notary Public

My commission expires:
7-26-80

Residing in Denver Colo. 80224

CHEYENNE LITHO

666

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, RAINBOW RESOURCES, INC., 515 Lakeside National Bank Building, Denver, Colorado, 80212, (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 **STUART M. McKINLEY, Box 32, Daniel, Wyoming 83115**
of _____
(hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of **one percent of eight-eighths (1% of 8/8ths)** of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to that certain oil and gas lease described as follows:

Federal Oil and Gas Lease W-34488, dated December 1, 1973, by and between the Bureau of Land Management, Lessor, and Connie Mull, Lessee, insofar and only insofar as said lease covers the following described lands situated in Sublette County, Wyoming:

Township 35 North, Range 115 West
Section 16: All
Section 21: All

Containing 1,280.00 acres, more or less

159566

RECORDED March 28 1977 9:52 A.M.
IN BOOK 53 O+G PAGE 11
FEES 3.00 Lois Lyke COUNTY CLERK
SUBLETTE COUNTY CLERK

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. 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 assigned, with respect to that tract or tracts, shall be proportionately reduced.

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 27th day of May, 1974.

ATTEST:

Assistant Secretary

RAINBOW RESOURCES, INC.

Charles A. Shear, Vice-President

CORPORATE ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

On this 27th day of May, 1974 before me personally appeared Charles A. Shear, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of Rainbow Resources, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Charles A. Shear acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 27th day of May, 1974

My Commission Expires: May 11, 1975

[redacted]

Debra Allen

[redacted]

NORTHWEST PIPELINE CORPORATION

MEMORANDUM
DATED:
FILED:
RECORDED:

TO: C F Braun & Co
1000 South Fremont
Alhambra, California 91802

MEMORANDUM GIVING NOTICE OF GAS PURCHASE CONTRACT

STATE OF WYOMING

COUNTY OF SUBLETTE

WHEREAS, NORTHWEST PIPELINE CORPORATION ("Northwest") and C F Braun & Co, and Dyco Petroleum Corporation, as Seller, made and entered into a certain Gas Purchase Contract dated March 17, 1977, (the "Gas Purchase Contract") providing for the sale by Seller to Northwest of gas to be produced and saved from the Seller's properties in Sublette County, Wyoming, described in Exhibit "A" attached hereto and made a part hereof (which Exhibit "A" hereto is a copy of the Exhibit "A" attached to the Gas Purchase Contract) for a term and upon the terms and conditions set out in the Gas Purchase Contract; and,

WHEREAS, it is the desire of Seller and Northwest, as parties to the Gas Purchase Contract, to acknowledge its existence in recordable form:

NOW, THEREFORE, the undersigned Seller named in the Gas Purchase Contract and Northwest do hereby:

1. Acknowledge the execution of the Gas Purchase Contract as set out above;

2. Refer to the Gas Purchase Contract for all its terms and provisions and incorporate the same by reference as fully as if it were copied at length herein; and,

3. Acknowledge that Exhibit "A" attached to this instrument is the same as that described in and attached to the Gas Purchase Contract and that Seller's interest in said leases and properties is dedicated to the Gas Purchase Contract to the extent set out in said Contract.

159567

RECORDED March 28 19 77 9:00 A M
IN BOOK 53 O & G PAGE 667
FEES $ 3.00 Linda Lyons COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

This Memorandum shall not be deemed to enlarge, restrict or change the rights of any of the parties to said Gas Purchase Contract, but is for the purpose of giving record notice of the existence of the Contract in lieu of recording it at length.

EXECUTED in multiple copies, each of which may be used as an original, this 17th day of March 1977.

ATTEST:

Norman J. Paylor

ASSISTANT SECRETARY

NORTHWEST PIPELINE CORPORATION

By R. W. Keener
Vice-President

NWP

ATTEST:

C F BRAUN & CO

By D S Stange
ATTORNEY-IN-FACT

ATTEST:

DYCO PETROLEUM CORPORATION

By _____

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.

ON March 10, 19 77
before me, the undersigned, a Notary Public in and for said State, personally appeared **D B Houge**, known to me to be the person whose name is subscribed to the within instrument, as Attorney-in-Fact of **C F Braun & Co**, a corporation, and acknowledged to me that he subscribed the name of **C F Braun & Co** thereto as principal, and his own name as Attorney-in-Fact.

OFFICIAL SEAL
SYLVIA JOHNSON
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires Dec. 11, 1980

WITNESS my hand and official seal.

Sylvia Johnson
Notary Public in and for said State

Notary Public
Residing at

My Commission Expires _____

STATE OF Utah
COUNTY OF Salt Lake

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared R W Keener, 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 and deed of Northwest Pipeline Corporation, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of March, 1977.

Dorothy Seelbrede
Notary Public
Residing at

My Commission Expires Upon 20, 1978

EXHIBIT A

GAS PURCHASE CONTRACT

DATED March 12, 1997

between

NORTHWEST PIPELINE CORPORATION

and

C F BRAUN & CO, et al

Description	County and State	Gross Acres	Interest	Net Acres	Lease Expiration Date
	Sublette County, Wyoming				
28N-114W					
Section 4 - Lots 15, 16, 17, and 18		160.00	75%	120.00	
Section 5 - Lots 13 and 20		79.92	75%	59.94	
Section 8 - Lot 1		39.97	75%	29.9775	
Section 9 - N/2 NW/4		80.00	75%	60.00	

TLOCK'S

FORM 153

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Martin J. Freedman - 444 Metrobank Building, 475 17th Street, 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 F. M. T. & Co., a Partnership _____ of _____, (hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of 1.6666% of 8/8ths of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to that certain oil and gas lease described as follows:

Lse. #
(200-X)

Federal Oil and Gas Lease, Serial No. W-10615

Township 36 North, Range 112 West, 6th P.M.
Section 21: N½S½, SE¼SE¼ Section 29: SE¼NE¼
Section 27: NW¼NW¼ Section 32: W½E½
containing 480.00 acres, more or less

Federal Oil and Gas Lease, Serial No. W-10617

Township 36 North, Range 112 West, 6th P.M.
Section 21: S½SW¼ Section 32: E½E½
Section 27: SW¼NW¼, SW¼ Section 34: All
containing 1080.00 acres, more or less

Sublette County, Wyoming

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 17th day of March, 1977.

RECORDED March 29 1977 9:00 AM
IN BOOK 53 A & J PAGE 671
FEES 3.00 Lori J Yake COUNTY CLERK
SUBLETTE COUNTY CLERK

159580

Martin J. Freedman
Martin J. Freedman

475 17th Street, Denver, Colorado

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 17th day of March, 1977, by Martin J. Freedman
Witness my hand and notarial seal.
My commission expires 1-30-78

Mary Lee K. Lark
Notary Public

Form 3120-[redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR [redacted]
BUREAU OF LAND MANAGEMENT

KINTZEL BLUE PRINT CO
134 N. CENTER
CASPER, WYOMING

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

TO BE FILLED IN BY [redacted] FFICE
Effective Date of Base Lease April 1, 1975
New Serial Number W-49634

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name
Street
City
State
Zip Code

YATES DRILLING COMPANY, a New Mexico corporation -----1/3
MYCO INDUSTRIES, INC., a New Mexico corporation -----1/3
ABO PETROLEUM CORPORATION, a New Mexico corporation---1/3

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Township 29 North, Range 114 West, 6th P.M.

Section 8: All

Containing 640.0 acres, more or less

Sublette County, Wyoming

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%

3. What percentage of the assignor's interest is being conveyed to assignee? 100%

4a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of the Instructions; specify percentage)* 3%

b. What overriding royalties or production payments, if any, were previously reserved? *(percentage only)* None

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 16th day of March, 1977

John A. Yates
JOHN A. YATES (Assignor's Signature)

207 South 4th Street
(Assignor's Address)

Artesia, New Mexico 88210

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

RECORDED March 30 1977 9:00 AM
IN BOOK 53 O & G PAGE 672
FEES $ 3.50 Paul Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

159606

Assignment approved effective _____

Date approved _____ By _____
(Authorized Officer)

*Lease extended under 43 CFR 3128 5 to and including
(date) _____ _____
(Title)

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

672

REQUEST FOR APPROVAL OF ASSIGNMENT

Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age *and* a citizen of the United States? ☐ Yes ☐ No

b. Is the assignee a corporation or other legal entity? ☐ Yes ☐ No *(If "yes," specify kind)*

c. If a corporation, attach qualifications or if already on file, give serial number of case file.

2. Is the assignee the sole party in interest in this assignment? ☐ Yes ☐ No *(If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)*

3. Is the filing fee of $10 attached? ☐ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

This form is submitted in lieu of official Form 3120–13 and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3120–13

Executed this day of , 19 .

(Assignee's Signature)

with acknowledgment added

(Address)

INSTRUCTIONS

1. *Use of form.* This form is to be used only for assignment of record title interests in oil and gas leases. It is *not* to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) *original* executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments *must* be filed within ninety (90) days from date of execution and *each must* be accompanied by a filing fee of $10. Any assignment not accompanied by the required fee will *not* be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer *must* be filed for *each* assignment.

2. *Qualifications of assignee.* Assignee *must* indicate whether or not he is over the age of 21 *and* a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there *must* be full compliance with the regulations 43 CFR 3123.2.

3. *Statement of interests.* Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee *must* submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties *must* furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, *must* be filed not later than fifteen (15) days after the filing of the assignment.

4. *Overriding royalties or payments out of production.* Any overriding royalties or payments out of production created by the assignment but not set out therein *must* be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1–6 relate to assignments of such leases or interests therein.

6. A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

KINTZEL BLUE PRINT CO
111 N. CENTER
CASPER, WYOMING

Form 3120–13

STATE OF NEW MEXICO)
: SS.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 17th day of March, 1977, by JOHN A. YATES.

My Commission Expires:
August 20, 1980

Marsha A. Kyes
Notary Public

(SEAL)

My Commission expires.....

ASSIGNMENT OF OIL AND GAS LEASE

[redacted] INTER-AMERICAN PETROLEUM CORPORATION, a Colorado corporation, of 609 East Speer Boulevard, Denver, Colorado 80203, and THOMAS A. CHORNEY, of 432 Metrobank Building, 475 - 17th Street, Denver, Colorado 80202, hereinafter called "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, paid to Assignor by NORTHWEST EXPLORATION COMPANY of One Park Central, Suite 1487, Denver, Colorado 80202, hereinafter called "Assignee", the receipt of which is hereby acknowledged, does hereby grant, sell, transfer and assign to Assignee, without warranty of title either express or implied all of Assignor's right, title and interest in, to and under the oil and gas lease (said lease) described as follows:

> Oil and Gas Lease dated August 6, 1976 from Frank D. Ball III, et ux to Inter-American Petroleum Corporation and Thomas A. Chorney recorded in Book 53 O&G, Page 175, covering the following described lands in Sublette County, Wyoming: T 33N - R 112W, Sec. 28: S/2NW/4, SW/4 NE/4, SW/4, W/2 SE/4, Sec. 29: SE/4 NE/4, E/2 SE/4, Sec. 32: E/2 NE/4, SW/4 NE/4, S/2 NW/4, N/2 S/2, Sec. 33: NW/4, NW/4 NE/4.

Assignor reserves an overriding royalty of five percent of eight-eighths (5.0% of 8/8ths) of all oil, gas and other hydrocarbons produced, saved and marketed from the said leases. 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 for said lease.

Assignee, by its acceptance of the 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 thiry (30) days in advance of the anniversary date specified in the lease. Assignor shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of such interest. Any election to take a reassignment so made by Assignor must be delivered to Assignee by registered mail within the specified time. Assignee will deliver to Assignor an Assignment prior to the anniversary date of the lease if Assignor makes such an election. Any such reassignment shall be free and clear of any liens or encumbrances created by, through or under Assignee. Any failure of Assignee to comply with the above notice provisions shall not cause a liability in excess of the purchase price paid for this Assignment.

This Assignment shall be binding upon and inure to the parties hereto, their successors and assigns.

EXECUTED THIS 7th DAY OF MARCH, 1977.

ATTEST:

Assistant Secretary

INTER-AMERICAN PETROLEUM CORPORATION

BY: Joseph R. Mazzola
Joseph R. Mazzola, Vice-President

BY: Thomas A. Chorney
Thomas A. Chorney

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 7th day of March, 1977, by Joseph R. Mazzola, as Vice-President of Inter-American Petroleum Corporation, a Colorado corporation.

WITNESS my hand and offical seal.

Notary Public

My Commission Expires: My Commission expires February 15, 1981

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

159695

RECORDED March 30 1977 10:00 AM
IN BOOK 53 O & G PAGE 674
FEES 3.00 Lucy Lyke COUNTY CLERK
SUBLETTE COUNTY CLERK

The foregoing instrument was acknowledged before me this 7th day of March, 1977, by Thomas A. Chorney

WITNESS my hand and official seal.

Notary Public

My Commission Expires: MY COMMISSION EXPIRES APRIL 30, 1977

NORTHWEST PIPELINE CORPORATION

TO PETROLEUM, INC.

MEMORANDUM
DATED:
FILED:
RECORDED:

MEMORANDUM GIVING NOTICE OF GAS PURCHASE CONTRACT

STATE OF WYOMING

COUNTY OF SUBLETTE

WHEREAS, NORTHWEST PIPELINE CORPORATION ("Northwest") and PETROLEUM, INC., as Seller, made and entered into a certain Gas Purchase Contract dated FEBRUARY 9, 1977, (the "Gas Purchase Contract") providing for the sale by Seller to Northwest of gas to be produced and saved from the Seller's properties in Sublette County, Wyoming, described in Exhibit "A" attached hereto and made a part hereof (which Exhibit "A" hereto is a copy of the Exhibit "A" attached to the Gas Purchase Contract) for a term and upon the terms and conditions set out in the Gas Purchase Contract; and,

WHEREAS, it is the desire of Seller and Northwest, as parties to the Gas Purchase Contract, to acknowledge its existence in recordable form:

NOW, THEREFORE, the undersigned Seller named in the Gas Purchase Contract and Northwest do hereby:

1. Acknowledge the execution of the Gas Purchase Contract as set out above;

2. Refer to the Gas Purchase Contract for all its terms and provisions and incorporate the same by reference as fully as if it were copied at length herein; and,

3. Acknowledge that Exhibit "A" attached to this instrument is the same as that described in and attached to the Gas Purchase Contract and that Seller's interest in said leases and properties is dedicated to the Gas Purchase Contract to the extent set out in said Contract.

1550

RECORDED [illegible] 1977 9:00 AM
IN BOOK 53 (M-N)
FEES $ 7.50 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

This Memorandum shall not be deemed to enlarge, restrict, or change the rights of any of the parties to said Gas Purchase Contract, but is for the purpose of giving record notice of the existence of the Contract in lieu of recording it at length.

EXECUTED in multiple copies, each of which may be used as an original, this 9th day of February, 1977.

"NORTHWEST"

NORTHWEST PIPELINE CORPORATION

ATTEST:
Norman J. Poorer

By R. W. Keener

Date Executed 03/08/77

"SELLER"

PETROLEUM, INC.

ATTEST:
Dorothy M. Cook
Assistant Secretary

By John E. McLeland
John E. McLeland
Vice Pres. - Prod.

Date Executed

STATE OF Kansas

COUNTY OF Sedgwick

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared John E. McLeland, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act and deed of Petroleum, Inc., a corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 9th day of February, 1977.

Jan M. Penner, Notary Public
Sedgwick County, Kansas
My Appointment Exp. Nov. 12, 1979

Jan M. Penner
Notary Public
Residing at

My Commission Expires_____

STATE OF Utah

COUNTY OF Salt Lake

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, 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 and deed of _____, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of March, 1977.

_____
Notary Public
Residing at

My Commission Expires [illegible]

[redacted] [redacted] [redacted]

678

EXHIBIT A

GAS PURCHASE CONTRACT

DATED FEBRUARY 9, 1977

between

NORTHWEST PIPELINE CORPORATION

and

PETROLEUM, INC.

Description	County and State	Gross Acres	Interest	Net Acres	Lease Expiration Date
	Sublette County, Wyoming				
28N-114W					
Section 4 - Lots 15, 16, 17, 18		160.00	25%	40.00	
Section 5 - Lots 13, 20		79.92	25%	19.98	
Section 8 - Lot 1		39.97	25%	9.9925	
Section 9 - N/2 NW/4		80.00	25%	20.00	

Committment to the base of the Frontier Formation

3

NORTHWEST PIPELINE CORPORATION

MEMORANDUM
DATED:
FILED:
RECORDED:

TO: C F Braun & Co
1000 South Fremont
Alhambra, California 91802

- -

MEMORANDUM GIVING NOTICE OF GAS PURCHASE CONTRACT

STATE OF WYOMING

COUNTY OF SUBLETTE

WHEREAS, NORTHWEST PIPELINE CORPORATION ("Northwest") and C F Braun & Co, and Dyco Petroleum Corporation, as Seller, made and entered into a certain Gas Purchase Contract dated February 9, 1977, (the "Gas Purchase Contract") providing for the sale by Seller to Northwest of gas to be produced and saved from the Seller's properties in Sublette County, Wyoming, described in Exhibit "A" attached hereto and made a part hereof (which Exhibit "A" hereto is a copy of the Exhibit "A" attached to the Gas Purchase Contract) for a term and upon the terms and conditions set out in the Gas Purchase Contract; and,

WHEREAS, it is the desire of Seller and Northwest, as parties to the Gas Purchase Contract, to acknowledge its existence in recordable form:

NOW, THEREFORE, the undersigned Seller named in the Gas Purchase Contract and Northwest do hereby:

1. Acknowledge the execution of the Gas Purchase Contract as set out above;

2. Refer to the Gas Purchase Contract for all its terms and provisions and incorporate the same by reference as fully as if it were copied at length herein; and,

3. Acknowledge that Exhibit "A" attached to this instrument is the same as that described in and attached to the Gas Purchase Contract and that Seller's interest in said leases and properties is dedicated to the Gas Purchase Contract to the extent set out in said Contract.

159649

RECORDED: April 4 AD 1977 at 9 o'c A
BOOK 53 O & G PAGE 679
FEE $5.00 Fee Lake

This Memorandum shall not be deemed to enlarge, restrict or change the rights of any of the parties to said Gas Purchase Contract, but is for the purpose of giving record notice of the existence of the Contract in lieu of recording it at length.

EXECUTED in multiple copies, each of which may be used as an original, this 9th day of February 1977.

ATTEST:

Norman J. Provost

NORTHWEST PIPELINE CORPORATION

By R W Keener
Vice-President

NWP

ATTEST:

C F BRAUN & CO

By _____

ATTEST:

R. J. Grubb, Asst. Secretary

DYCO PETROLEUM CORPORATION

By L. Z. Williams
L. Z. Williams, Vice President

STATE OF OKLAHOMA

COUNTY OF TULSA

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared L. Z. Williams, Vice President, 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 and deed of Dyco Petroleum Corporation, a corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 21st day of January, 1977.

Bess Franklin
Notary Public
Residing at Tulsa, Oklahoma

My Commission Expires 8/17/77

STATE OF Utah

COUNTY OF Salt Lake

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Ray Hansen, 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 and deed of Northwest Pipeline Corporation, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 8th day of March, 1977.

Dorothy Seaton
Notary Public
Residing at

My Commission Expires April 20, 1978

EXHIBIT A

GAS PURCHASE CONTRACT

DATED February 9, 1977

between

NORTHWEST PIPELINE CORPORATION

and

C F BRAUN & CO, et al

Description	County and State	Gross Acres	Interest	Net Acres	Lease Expiration Date
	Sublette County, Wyoming				
28N-114W					
Section 4 - Lots 15, 16, 17, and 18		160.00	75%	120.00	
Section 5 - Lots 13 and 20		79.92	75%	59.94	
Section 8 - Lot 1		39.97	75%	29.9775	
Section 9 - N/2 NW/4		80.00	75%	60.00	

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:

JOHN H. MELBY, an individual
And
ALAN R. SMITH, an individual
Both of Denver, Colorado

hereinafter called Assignee, whether one or more, overriding royalty interests EQUALLY TO EACH of the Assignees as set forth on Exhibit "A" attached hereto and made a part hereof, being their designated interest 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.

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 7th day of March, 1977.

Evidence of authority of Attorney in Fact is filed in W-56943 and such authority is still in effect.

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 7th day of March, 1977 by Marvin Davis, Attorney in Fact for DAVIS OIL COMPANY, a Partnership.

Witness my hand and official seal.

My Commission Expires:
April 8, 1978

_____
Notary Public

159707

RECORDED April 7 19 77 9:00 A M
IN BOOK 53 O & G PAGE 684
FEES $4.50 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

EXHIBIT "A"

SUBLETTE COUNTY, STATE OF WYOMING

NO.	LESSOR	INTEREST ASSIGNED	GROSS ACRES	DATE	DESCRIPTION
5	USA W-5122	.3%	1120.00	5-1-67	Township 27 North, Range 109 West 6th P.M. Section 26: All Section 27: E/2 Section 35: E/2E/2
6	USA W-5190	.3%	160.00	5-1-67	Township 27 North, Range 109 West 6th P.M. Section 27: NW/4
6-1	USA W-52118	.3%	1200.00	3-1-71	Township 27 North, Range 109 West 6th P.M. Section 28: All Section 32: E/2, E/2W/2, W/2SW/4
8	USA W-52116	.3%	1316.08	5-1-67	Township 27 North, Range 109 West 6th P.M. Section 31: Lots 1, 2, 3, 4, E/2W/2, E/2 Section 32: W/2NW/4 Section 33: All

685

[redacted] [redacted] [redacted]

RELEASE

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, MESA PETROLEUM CO., does hereby release all its right, title and interest in and to the following described oil and gas lease situated in Sublette County, Wyoming, to wit:

LEASE NO.:	01-04-WY-0800-0003-000-0
DATE:	December 1, 1963
LESSOR:	USA W-0275240
LESSEE:	R. J. Ackerman
DESCRIPTION:	T-36N, R-110W, 6th P.M.
	Section 20: SE/4, S/2 NE/4, NE/4 NE/4
	Section 21: All
	Section 27: W/2
	Section 28: E/2, E/2 W/2
RECORDED:	Book 38, Page 158

EXECUTED this 5 day of April, 1977.

ATTEST:

By _____
Assistant Secretary

MESA PETROLEUM CO.

By _____
Vice President

STATE OF TEXAS)
) ss
COUNTY OF POTTER)

The foregoing instrument was acknowledged before me this 5 day of April, 1977, 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

_____
Notary Public

155745

RECORDED April 8 19 77 9:00 A M
IN BOOK 53 PAGE 686
FEES $ 3.00 Lowell Lake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen Wampler

[redacted] [redacted] [redacted]

Recorded at [redacted] o'clock [redacted] M.

Reception No. 159760 [redacted] Recorded by [redacted] Recorder.

Ellen Hampton

Assignment of Overriding Royalty Interest

KNOW ALL MEN BY THESE PRESENTS, That Reta Weindel

4933 West 37th Avenue of Denver, Colorado 80212

hereinafter called Assignor, for and in consideration of the sum of Ten or more Dollars $ 10.00 cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer, assign and deliver unto Herbert Weindel Jr.

4935 West 37th Avenue of Denver, Colorado 80212, hereinafter called Assignee, an undivided .75% of all oil and, or gas produced, saved and sold from said land covered by the oil and gas leasehold estate described below, delivered unto the pipe line with which Assignor may connect the wells, free of cost to the said Assignee.

It is the intention of this instrument to assign an interest, commonly known as an overriding royalty, equivalent to 1,960 royalty acres, out of the lessee's portion of the oil and, or gas which may be produced from the leased premises described below, the fractional interest assigned entitling the Assignee to receive .75% of the gross oil and, or gas which may be produced from said lands, free and clear of all costs of drilling, completing, equipping and operation of all oil and, or gas wells that may be drilled under the present leasehold estate, containing a total of acres more or less, owned by Assignor and all located in Twp. 29 North, Rge. 112 West. Sublette County, Wyoming

Serial Number E-024470, Dated January 1, 1950

Township 29 North, Range 112 West, 6th P.M.
Section 27: All
Section 28: All
Section 29: All
Section 30: NE/4 NE/4

containing 1960.00 acre M/L

Assignor, for itself, its successors and assigns, does covenant with the said Assignee, his successors and assigns, that it is the lawful owner of the said leases and rights and interests thereunder, insofar as conveyed by this instrument, that Assignor has good right and authority to sell and convey the same, and that said rights, interests and properties are free and clear of all liens and encumbrances affecting said rights, and that all rentals due and payable thereunder have been duly paid.

Executed this 4th day of April 1977.

Herbert E. Weindel

Reta Weindel

COLORADO ACKNOWLEDGMENT

STATE OF COLORADO }
County of DENVER } ss.

The foregoing instrument was acknowledged before me this 5th day of April, 1977, by Reta Weindel

WITNESS my hand and official seal

My Commission Expires February 3, 1978

Elaine E Oltmanns
Notary Public.

ACKNOWLEDGMENT

STATE OF }
County of } ss.

On this day of, 19, before me personally appeared to me known to be the person described in and who executed the foregoing instrument and acknowledged that executed the same as free act and deed.

Given under my hand and seal this day of, 19.

My Commission Expires

Notary Public.

No. 951. ASSIGNMENT OF OVERRIDING ROYALTY INTEREST.—Bradford Publishing Co., 1824-46 Stout Street, Denver, Colorado—10-74

Producers 88 AA

OIL AND GAS LEASE

PETZEL BLUE PRINT CO
CASPER, WYOMING

AGREEMENT Made and entered into this 9th day of March, 1977,
by and between STEVE KANSKI and JANICE KANSKI, husband and wife,
Pinedale, Wyoming 82941
hereinafter called lessor, (whether one or more) and
INTER-AMERICAN PETROLEUM CORP., 50%-THOMAS A. CHORNEY, 50%, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of the sum of One Dollar ($1.00) in hand paid, receipt of which is hereby acknowledged, and of the royalties herein provided and agreed to be paid, and the covenants hereinafter contained to be performed by lessee, 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 purpose of prospecting by geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations, telephone lines and other structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of Sublette
State of Wyoming, described as follows, to-wit:

Township 34 North, Range 113 West of the 6th P.M.
Section 11: $NE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$
Section 12: $W\frac{1}{2}$
Section 13: $NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$
Section 14: $NE\frac{1}{4}$

159761

RECORDED April 11, 1977 9:40 A.M.
IN BOOK 53 Oil & Gas PAGE 687
FEES $ 7.5 Janice Gass COUNTY CLERK
SUBLETTE COUNTY CLERK
by Ellen Dangler

1080

and containing acres, more or less.

It is agreed that this lease shall remain in force for a term of eight (8) years from date, and as long thereafter as oil or gas, or either or them, is produced from said land by the lessee, its successors and assigns.

In consideration of the premises the said lessee covenants and agrees:

First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell such one-eighth royalty and pay lessor the market price for oil of like grade and gravity, prevailing in the field on the day such oil is run into pipe lines or into storage tanks.

Second. To pay lessor one-eighth (1/8) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, said lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (1/8) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 9th day of March, 1978, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Rock Springs National Bank, at Rock Springs, Wyoming, or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of One Thousand Eighty and no/100 ($1,080.00) - - - - - - - - - - - - - - - - - - DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Drilling 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 hereinafter defined, next ensuing 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 payments 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 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 substances, no matter all 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 acreage shall be increased by the amount necessary to cover any interest in the land covered hereby that may be acquired by pooling or unitization as provided herein.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operations thereon, except water from the wells and tanks of lessor. When required by lessor, lessee shall bury its pipe lines below plow depth. No well shall be drilled within 200 feet of any residence or barn now on said land without the written consent of the lessor.

Lessee shall have the right to drill such wells on the above described land as it may desire in connection with its operations hereunder, and (1) any well commenced or drilled on the land covered by this lease or on acreage pooled therewith within the term of this lease or any extension thereof, or (2) any well commenced or drilled within sixty (60) days after the expiration of the primary term of this lease or any extension thereof, and prior to the expiration of sixty (60) days after the completion of a dry hole or cessation of production on said land or on acreage pooled therewith, and (3) any well commenced or drilled within sixty (60) days after the completion of any unsuccessful well commenced within the term of this lease or any extension thereof, and prior to the expiration of sixty (60) days after the completion of such unsuccessful well, and which is diligently prosecuted to completion, and which results in the production of oil or gas or both, or which is completed as a dry hole within the term of years herein first mentioned, shall entitle the lessee to hold all of the land covered hereby and all land pooled therewith for as long thereafter as oil or gas, or either or both, is produced from the land covered hereby or land pooled therewith.

Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion thereof, with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in accordance with the spacing pattern for the field in which said premises are situated, or in order to obtain the maximum allowable from any well or wells producing or authorized to produce from the field in which said premises are situated, or when to do so would, in the judgment of lessee, promote the conservation of oil or gas in and under and that may be produced from said premises. Units formed by reason of a gas well may not exceed 640 acres plus a tolerance of 10% thereof, and units formed by reason of an oil well may not exceed the area which can be reasonably and economically drained by one well, plus a tolerance of 10% thereof, provided that larger units may be formed for an oil well or gas well or for the production of gas, whichever is the larger, plus a tolerance of 10% thereof, when authorized by any law or governmental order or rule for the purpose of preventing waste or conserving natural resources. Lessee may pool or unitize in the manner as to any one or more strata hereunder, and units formed by one pooling or unitization need not conform in area with any unit formed by pooling or unitization as to any other stratum or strata, and the production of gas for the purpose of maintaining any unit in force as to any stratum or strata shall maintain this lease in force as to all strata. Lessee may dissolve any unit formed hereunder by an instrument in writing duly recorded in the office where this lease is recorded. For the purpose of computing the royalties to be paid to lessor hereunder, any unit may include not more than one lease or lease interest as to any stratum or strata, but as to any stratum or strata in which there is more than one lease or lease interest the production allocated to any such unit shall be allocated among the several leases in proportion to the number of surface acres included in each. Lessee may pool or unitize as to any stratum or strata separately or as to all strata collectively, and the right of lessee to pool or unitize as to any stratum or strata and the right to form units of any size and shape authorized hereby may be exercised by lessee from time to time and any unit may be changed or abandoned by lessee at any time. Lessee shall execute in writing and file of record in the county in which the leased premises are situated an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation of any portion of such pooled acreage, 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.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly [illegible] hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or [illegible] assignments shall be binding on the lessor until after the lessor has been furnished with a written transfer or assignment or [illegible] and it is hereby agreed in the event this lease shall be assigned as to a part of the land described herein, and default in [illegible] shall fail or make default in the payment of the proportionate part of the rentals due from the owner of any such part or parts, [illegible] so far as it covers a part or parts of said land, to make the full rentals. An assignment of this lease, in whole or in part, shall to the extent of such assignment relieve and release the lessee of all obligations hereunder.

Compliance with any rule or [illegible] requirement of any executive proceeding to be carried on by any Federal or State agency, or with orders, judgments, decrees, rules, regulations or requirements by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of law, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, or condition, and lessee shall not be in default under any stipulation contained herein nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest hereby granted and set out, nor shall any such cause be in force or effect they shall, when complied with by lessee or assigns, be deemed and taken as modifications of the terms and conditions of this lease wherein 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 [illegible] shall surrender all of any rental above mentioned shall be reduced proportionately.

Lessor hereby relinquishes all rights 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 so described, and agrees that the lessee shall have the right at any time to redeem for lessee, 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 [illegible] shall extend to and be binding upon each executing lessor and shall extend to and be binding upon their assigns, heirs and devisees and successors, and all [illegible] shall be jointly and severally bound hereby. Words used herein in the singular shall include the plural.

IN WITNESS WHEREOF, We sign the day and year first above written.

	(SEAL)	Steve Kanski	(SEAL)
	(SEAL)	Steve Kanski	(SEAL)
	(SEAL)	Janice Kanski	(SEAL)
	(SEAL)		

STATE OF Wyoming
COUNTY OF Sublette } SS.

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of April, 19 77, personally appeared Steve Kanski and Janice Kanski, 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 4/22/78
My Commission Expires April 22, 1978

Notary Public

STATE OF
COUNTY OF } SS.

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of
, 19 , personally appeared
and , to me known to be the identical person
described in and who executed the within and foregoing instrument of writing and acknowledged to me that
executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public

State of
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A. D. 19, before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of , A. D. 19

(SEAL)

Notary Public.

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

When recorded return to

630

New Mexico or U.S.A. Form 329 Printed and for sale by Hall-Poorbaugh Press, Roswell, N. M.

ROYALTY ASSIGNMENT

This assignment made and entered into this 29th day of March, 19 77,

by and between Margaret H. Wygocki

hereinafter referred to as assignor, (whether one or more) and D. L. Hannifin

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 2½% 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:

Township 27 North, Range 114 West, 6th Prin Mer
Section 17: Lot 8
Section 21: E½, S½SW¼
Section 28: All
Section 29: Lots 1, 10, 11, 20
Containing 1240.93 acres, more or less.

under the terms of that certain oil and gas lease made and entered into by and between the United States of America as lessor, and Margaret H. Wygocki, as lessee, bearing No. W-58386 or any extension or renewal thereof; said overriding royalty shall be computed and paid at the same time and in the same manner as royalties payable to the 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. For the same consideration assignor covenants with and warrants to said assignee that said royalty interest is in good standing, that it is free and clear of all liens and encumbrances and that assignor will warrant and forever defend the title thereto unto said assignee, heirs, personal representatives (or its successors) and assigns, against all persons whomsoever lawfully having or claiming an interest therein.

IN WITNESS WHEREOF this assignment is executed on the day and year first hereinabove written.

Margaret H. Wygocki

STATE OF Michigan }
County of Ingham } ss.

On this 4th day of April, 19 77, before me personally appeared Margaret H. Wygocki to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Witness my hand and seal the day and year last above written.

Linda R. Quinn
Notary Public

My commission expires 12-17-78

STATE OF ..... }
..... } ss.

..... of said County.

I hereby certify that this instrument was filed for record on the 13th day of April A. D., 1977 at 9 o'clock; A. M., and duly recorded in Book 32 Page 611 of the Lease Records of Sublette County, Wyoming.

..... County Clerk

By ....., Deputy

Rec. No. ..... Fees, $ .....

Return to .....

RATIFICATION AND ADDITIONAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, that certain oil and gas lease, dated October 10, 1973, from

Alice M. Schaffer, a widow; Lucille Cooper, a widow; Marie McGinnis Graves, as Lessors,
and Kenneth Graves, wife and husband
to Exeter Drilling and Exploration Company, as Lessee, recorded in Book 50, Page 265,

of the oil & gas records of Sublette County, Wyoming, is owned by

Exeter Company (Formerly Exeter Drilling and Exploration Company)

Sublette County, Wyoming

Township 28 North, Range 112 West
Section 23: W/2SW/4
Section 26: W/2NW/4

NOW, THEREFORE, In consideration of the sum of One Dollar ($1.00) and other good and valuable considerations,

the undersigned

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 Exeter Company subject to and upon 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
Alice M. Schaffer	Box 307 Evanston, Wyo. 82930 7085 S. Harrison Littleton, Colo. 80122	First Wyoming Bank P.O. Box 1110 Evanston, Wyo. 82930	$53.34
Lucille Cooper		Arapahoe Colorado National Bank 2401 E. Arapahoe Rd. Littleton, Colo. 80122	$53.34
Marie McGinnie Graves and Kenneth Graves	10912 E. 4th Way Aurora, Colorado 80010 80010	Aurora National Bank 10660 East Colfax Aurora, Colo. 80010	$53.34

159838

RECORDED April 19, 1977 7:00 A M
IN BOOK 23 Oil & Gas PAGE 692
FEES $ 6.00 Lois J. Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen Wampler

and each of us, hereby authorize and direct the above named depository bank, or its successor or assignee, to pay, out of the amount above set forth opposite his name, directly or to his credit in the depository bank as hereinafter provided 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 amount above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall inure to the benefit of and be binding upon and effective as to the interest of, each of the above named persons who executes the same, regardless of the failure or lack of execution by the others or by any other person whomsoever.

We, 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.

Executed this 22nd day of February, 19 77.

Alice M. Schaffer (Seal)
Alice M. Schaffer

Marie McGinnis Graves (Seal)
Marie McGinnis Graves

Lucille Cooper (Seal)
Lucille Cooper

Kenneth Graves (Seal)
Kenneth Graves

(Seal)

(Seal)

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 [illegible] day of [illegible], 19 77, personally appeared [illegible]

and [illegible], to me known to be the identical person [illegible], described in and who executed the within and foregoing instrument of writing and acknowledged to me that [illegible] duly executed the same as [illegible] free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires Aug 18, 1980 [illegible] Notary Public.

STATE OF Colorado }
COUNTY OF Denver } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 16th day of March, 19 77, personally appeared Lucille Cooper

and [illegible], to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires June 6, 1980 [illegible] Notary Public.

STATE OF [illegible] }
COUNTY OF Grayson } 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 26 day of March, 1977, personally appeared Marie McGinnis Graves and Kenneth Graves

and [illegible], to me known to be the identical person S, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires 2-13-80 [illegible] Notary Public.

[redacted] [redacted] [redacted]

RELEASE AND QUIT CLAIM

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, DICK V. WELCH, 10633 Sperry Street, Northglenn, Colorado 80234, acquired an overriding royalty interest of 2% of all the oil, gas, casinghead gas and other hydrocarbon substances by instrument executed June 16, 1976, and recorded in Book 53, Oil and Gas Lease, at Page 15 of the County records of Sublette County, Wyoming, and an overriding royalty interest of 2% of all the oil, gas, casinghead gas and other hydrocarbon substances, by instrument executed December 20, 1976, and recorded in Book 53, Oil and Gas Lease, at Page 405 of the County records of Sublette County, Wyoming, which may be produced, saved and sold under the terms of that certain Bureau of Land Management Oil and Gas Lease bearing Serial Number W-54466, covering lands situated in Sublette County, Wyoming, described as follows:

Township 28 North, Range 111 West, 6th P.M.
Section 17: All
Section 20: W½
and containing 960.00 acres, more or less,

WHEREAS, both overrides were obtained from C & K PETROLEUM, INC., and whereas it was the intent of both parties that DICK V. WELCH would receive an overriding royalty interest of only 2% rather than an overriding royalty interest of 4%.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, DICK V. WELCH, does hereby sell, assign, transfer, set over and convey to C & K PETROLEUM, INC. that 2% overriding royalty interest acquired under instrument executed June 16, 1976, and recorded in Book 53, Oil and Gas Lease, at Page 15 of the County records of Sublette County, Wyoming, and by so doing hereby releases and quit-claims all interest in and to the said overriding royalty interest of 2%, acquired by said instrument.

It is expressly understood that this document in no way whatsoever affects that overriding royalty interest acquired by instrument executed December 20, 1976, and recorded in Book 53, Oil and Gas Leases, at Page 405 of the County records of Sublette County, Wyoming.

IN WITNESS WHEREOF, this instrument is executed this _____ day of April 11, 1977.

Dick V. Welch
DICK V. WELCH

STATE OF COLORADO)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 11th day of April, 1977, by DICK V. WELCH.

Witness my hand and official seal.

Queen E Lobo
Notary Public

My commission expires: March 25, 1980. 159856

694

RECORDED APR 30 1977 10:27 A.M.
IN BOOK 53 Oil & Gas RELEASE
FEES 3.00 Zoe Dyke COUNTY CLERK
SUBLETTE COUNTY CLERK

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 & CO., a Partnership,
MARLIS E. SMITH, an individual,
ALAN R. SMITH, an individual,
AND
JOHN H. MELBY, an individual

hereinafter called Assigne, an overriding royalty of an undivided one-half of one percent (1/2 of 1%) EACH to Paul Messinger & Co., a Partnership, and Marlis E. Smith and an undivided one-quarter of one percent (1/4 of 1%) EACH to Alan R. Smith and John H. Melby, 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-6742 Oil and Gas Lease effective February 1, 1976, from The United States of America, as Lessor, to Kenneth Piazza, as Lessee, bearing Serial No. W-53369 INSOFAR and only insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 27 North, Range 108 West 6th P.M.
Section 17: SE/4
Section 23: SW/4
Section 28: SE/4
Section 35: SE/4

Said overriding royalty interest herein assigned to the Assignee shall be free and clear of any and all cost and expense of the development and operation thereof, excepting taxes that may levied and assessed against said overriding royalty interest or production therefrom.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed this 31st day of March, 1977.

Evidence of authority of Attorney in Fact is filed in W-56943 and such authority is still in effect.

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 31st day of March, 1977, 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

159858

RECORDED April 20 1977 9:00 A.
IN BOOK 5-Oil&Gas PAGE 695
FEES $ 3.50 Kenneth Public COUNTY CLERK
[redacted] SUBLETTE COUNTY, PINEDALE, [redacted]

Produ[redacted]
Wyom[redacted]

OIL AN[redacted] LEASE

[redacted]

AGREEMENT, Made and entered into this 29th day of April, 1977 by and between
C. D. Ellis and Emeline McDole Ellis, husband and wife,

7032 Cinnabar Dr.
of [redacted], La Mesa, California, hereinafter called lessor (whether one or more), and

E. A. Ford
of Casper, Wyoming 82601, hereinafter called lessee:

WITNESSETH, That the said lessor, for and in consideration of Ten & more DOLLARS

(S 10.00), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained to be performed by lessee, has granted, demised, leased and let and by these presents does grant, demise, lease and let exclusively unto lessee for the purpose of investigating by geophysical and other methods, and of prospecting, drilling and mining for and producing oil, gas, casinghead gas, casinghead gasoline and all gaseous substances, laying pipe lines, building tanks, power stations, telephone and telegraph lines, and building roads, structures and other facilities necessary or convenient for the production, saving and taking care of said products, all that certain tract of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 35 North-Range 111 West
Section 5: Lots 6 & 7, S½/4 S½/4.
Section 7: Lot 1, NE/4 NW/4.

Township 35 North-Range 112 West
Section 1: SE/4 NE/4, E/2 SE/4.

of Section XXX, Township XXX, Range XXX, and containing 309.33 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. To pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found and which are not sold shall pay Fifty (50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid each 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 applying 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 ~~[illegible]~~ Bank Crocker Bank at 1695 Palm Avenue La Mesa, California 92041, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Three Hundred Nine & 33/100 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 the 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 lessee.

Lessee shall pay for damages caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessees or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor thereafter accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands as to which the said lessee or any assignee or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any person, firm or corporation having an interest in the above described land not lease to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as to the land covered hereby and included in the unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.
In the Presence of:

C. E. Ellis (SEAL)
(C. D. Ellis) (SEAL)
(SEAL)
Emeline McDole Ellis (SEAL)
(Emeline McDole Ellis) SEAL)
(SEAL)

STATE OF California }
COUNTY OF San Diego } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 4th day of April, 1977, personally appeared

C. D. Ellis and Emeline McDole Ellis, husband and wife,

and

, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

OFFICIAL SEAL
JANICE HEMINGER
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires Aug. 28, 1978

State of }
County of } ss.

The foregoing instrument was acknowledged before me this day of 19
by

Witness my hand and official seal.

My Commission Expires:

Notary Public

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of, A. D. 19, before me personally appeared, to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said 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

[redacted]

Producers 88 Speed - Casper Wyoming

[redacted]

[redacted] PRINT CO. CASPER, WYOMING

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 9th day of April, 19 77 by and between

John A. May, a single man Never having been married,

of Daniel, Wyoming, hereinafter called lessor (whether one or more) and

E. A. Ward

of Casper, Wyoming 82601, hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of Ten & more DOLLARS

($ 10.00), cash in hand paid, receipt of which is hereby acknowledged, and of the royalties 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 by-products, laying pipe lines, building tanks, power stations, telephone and telegraph lines, and building roads, power stations, gasoline plants, ponds, structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine, gas and other fluids into subsurface strata, and rights of way and easements and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring lands for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that certain tract of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 35 North-Range 111 West
Section 6: Lots 6 and 7, SE/4 SW/4.
Section 7: Lot 1, NE/4 NW/4.

Township 35 North-Range 112 West
Section 1: SE/4 NE/4, E/2 SE/4.

of Section XXX, Township XXX, Range XXX, and containing 309.33 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, while the same 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 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 Three Hundred Nine & 33/100 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 hereof, 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 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 bank named, 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:

John A. May (SEAL)

John A. May (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Wyoming }
COUNTY OF Sublette } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT - INDIVIDUAL

BE IT REMEMBERED, that on this 9th day of April, 19 77, personally appeared

John A. May, a single man never having been married,

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 19, 1979

Notary Public.

State of }
County of } ss.

The foregoing instrument was acknowledged before me this day of 19
by

Witness my hand and official seal.

My Commission Expires:

Notary Public

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of, A. D. 19, before me personally appeared, to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of, A. D. 19.

(SEAL)

Notary Public.

My Commission expires

No.

FROM

TO

, 19

County

This instrument was filed for record on the day of 19 77, at o'clock M., and duly recorded in Book Page of the records of this office.

County Clerk.

Deputy.

When recorded return to

KINTZEL PUB PRINT CO., CASPER, WYOMING

PRODUCER'S [redacted]
Rev. 5-60, Sec. [redacted] Rate [redacted] Co., Colo.

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 14th day of OCTOBER, 1976, by and between

Ralph E. Newcomb, c/o John D. Newcomb, 1132 Sequoia Avenue, Eugene, Oregon 97401

whose post office address is _____, hereinafter called Lessor (whether one or more) and

SEE ATTACHED whose post office address is _____, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of TEN ($10.00) DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sublette State of Wyoming, described as follows, to-wit:

Township 33 North, Range 111 West

Section 5: $SE\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$

and containing 80.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of 10 years from April 18, 1977 and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, 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 or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. 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 wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. 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.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. 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.

14. 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 mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Ralph E. Newcomb

RALPH E. NEWCOMB

4W-1021-4

STATE OF OREGON }
COUNTY OF LANE } 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 [illegible] day of October, 1976, personally appeared Ralph E. Newcomb

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 [illegible]

(Seal)

[illegible]
Notary Public.

INTER-AMERICAN PETROLEUM CORPORATION -- UNDIVIDED 50% INTEREST
609 East Speer Boulevard
Denver, Colorado 80203

THOMAS A. CHORNEY -- UNDIVIDED 50% INTEREST
432 Metro Bank Building
475 - 17th Street
Denver, Colorado 80202

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. [illegible]

FROM

TO

_____ dated _____, 19____

_____ No. Acres _____

_____ County,

This instrument was filed for record on the [illegible] day of [illegible], 19[illegible], at [illegible] o'clock [illegible] M., and duly recorded in Book [illegible] Page [illegible] of the records of this office.

_____
County Clerk.

_____ Deputy.

When recorded return to