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

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, Georgia 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, Georgia 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.

159393

RECORDED JAN 27 1977 10:00 AM
IN BOOK 54 Oil & Gas PAGE 1
FEES 3.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Ellen Campbell

PHOTOSTATIC RECORDED	✓
INDEXED	✓
CHECKED	✓

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.

My commission expires 6-1-77

Anita Bridgeman
ANITA BRIDGEMAN Notary Public

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 records.

of said County.

Lois J. Yake
County Clerk

By Marilyn Carlton, Deputy

Rec. No. 158885 Fees, 3.25

Return to

RELEASE

16060

RECORDED April 19 77 at 2:10 P.M.
IN BOOK 54 Oil & Gas PAGE 3
FEES $ 3.00 Ellen Crampton COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen Crampton

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

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

LEASE NO.:	01-04-WY-0800-0002-000-0
DATE:	November 1, 1963
LESSOR:	USA W-0275239
LESSEE:	R. J. Ackerman
DESCRIPTION:	T-36N, R-110W Section 17: All Section 18: Lots 1,2, E/2 NW/4, E/2 Section 19: NE/4 NW/4
RECORDED:	Book 38, Page 156

EXECUTED this 5 day of April, 1977.

ATTEST:

By _____
Assistant Secretary

MESA PETROLEUM CO.

By _____
Vice President

ATTEST:

By _____
Assistant Secretary

PACIFIC TRANSMISSION SUPPLY COMPANY

By _____
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:

1-1-77

_____
Notary Public

STATE OF CALIFORNIA)
) ss
COUNTY OF [redacted])

The foregoing instrument was acknowledged before me this 19th day of April, 1977, by R. W. Brooks, President of PACIFIC TRANSMISSION SUPPLY COMPANY, a California, corporation.

WITNESS my hand and official seal.

My Commission Expires:

[redacted]

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

[redacted]

[redacted] BOOK [illegible] PAGE [redacted]

FEES $[illegible] [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Ellen Campbell

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 there-unto 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.

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.

WESTRANS PETROLEUM, INC.

ATTEST:

By: [signature]
Vice President

[signature]
Assistant Secretary

(SEAL)

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

On this day before me, a notary public duly commissioned and acting within said county and state, appeared in person the within named David A. Trumby and John R. Nesbitt, to me personally well known, who stated that they were the Vice President and Assistant Secretary of WESTRANS PETROLEUM, INC., a Delaware corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

Witness my hand and official seal on this 1st day of March, 1977.

Dennis L. Gemmill
Notary Public

My commission expires: My Commission expires Feb. 16, 1981

EXHIBIT "A"

LSE NO.	SUB	LEASE NAME OR LESSOR NO.	EXPIRE DATE MO DA YR	LEASE DATE MO DA YR	GROSS LEASE ACRES	NET LEASE ACRES	REC. DATA BOOK PAGE	YOUR NET ACRES
PROSPECT=		COUNTY= 18 SUBLETTE		STATE=50 WYOMING				
794		USA-W-12177 ORRI: .50%	6/01/78	6/01/68	640.00	640.00 T33N-R114W		640.00 SEC 20 N/2 SE SEC 29 N/2NW SWNW SWSW

INTEREST A:

Working Interest 100%

ROYALTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That CALVIN C. ZEHRING, JR., and PAULETTE I. ZEHRING, husband and wife, of the County of Sublette and State of Wyoming, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable considerations in hand paid by DAN E. HARRISON and HELEN L. HARRISON, grantees, of the County of San Diego, and State of California, receipt whereof is hereby acknowledged, DO HEREBY SELL, ASSIGN, TRANSFER, CONVEY and SET OVER unto the said grantees AN UNDIVIDED TWENTY-FIVE PER CENT (25%) ROYALTY of all minerals, including oil and gas minerals and other hydrocarbons, produced and saved from the following described lands situate in the County of Sublette and State of Wyoming, to-wit:

Township 36 North, Range 114 West of the 6th P.M.

Section 21 - NW/4 NE/4, SE/4 NW/4

TO HAVE AND TO HOLD unto the said DAN E. HARRISON and HELEN L. HARRISON, husband and wife, and to the survivor thereof as tenants by the entirety and not as tenants in common, the aforesaid landowner's royalty, the said minerals so produced and saved from said lands to be delivered free of cost or charge for production, together with the rights, privileges and benefits to be derived therefrom; and they do hereby assign and convey the aforesaid royalty under the lease now covering said lands as well as any lease or leases that may be hereafter made covering said lands and agree to warrant and defend the title to the same and that they have lawful authority to sell and assign said royalty. Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

DATED this 5th day of May, 1977.

Calvin C. Zehring Jr.
CALVIN C. ZEHRING, JR.

Paulette I. Zehring
PAULETTE I. ZEHRING

180197

RECORDED ... 19 ... M
IN BOOK ... PAGE ...
FEES ... COUNTY CLERK
SUBLETTE COUNTY CLERK

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by CALVIN C. ZEHRING, JR., and PAULETTE I. ZEHRING, husband and wife, this 5th day of May, 1977.

Witness my hand and official seal.

FAYE HAMMONS - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My commission expires Nov. 22, 1979

Faye Hammons
Notary Public

My commission expires: 11/22/1979

Producers 88 [redacted] OIL AN[redacted]S LEASE [redacted] BLUE PRINT CO. CASPER, WYOMING

AGREEMENT, Made and entered into this 28th day of February, 19 77
by and between RALPH E. CONWELL ~~and MARGARET E. CONWELL, his wife~~
P. O. Box 99, Henderson, Nevada 89015 hereinafter called lessor and
Inter-American Petroleum Corp. 50%-Thomas A. Chorney, XXXXXXXXXXXXXXXXXXXXXX and
50% , 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 purpose 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, 6th P. M., Wyoming.
Sec. 32: $S\frac{1}{2}SE\frac{1}{4}$
Sec. 33: $S\frac{1}{2}SW\frac{1}{4}$
Township 34 North, Range 113 West, 6th P. M., Wyoming
Sec. 4: $NW\frac{1}{4}$ (Lots 3 and 4, $S\frac{1}{2}NW\frac{1}{4}$)
Sec. 5: $NE\frac{1}{4}$ (Lots 1, 2, $S\frac{1}{2}NE\frac{1}{4}$), $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$

and containing 594.69 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 28th day of February, 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 BANK OF NEVADA ~~Bank~~ at HENDERSON NEVADA X

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-four and 69/100 - - - - - - - - - - - - - - - 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 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, 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 recording in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances or 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 premises under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of 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 ~~, upon approval of such assignment~~ relieve and discharge the lessee of ~~his~~ 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 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 those of the lessee, though unsigned by other lessors named herein.

Executed by Margaret E Conwell for the purpose of releasing any homestead rights she may have in the leased land.

IN WITNESS WHEREOF, We sign the day and year first above written.

_____	(SEAL)	Ralph E. Conwell	(SEAL)
_____	(SEAL)	Ralph E Conwell	(SEAL)
_____	(SEAL)	Margaret E Conwell	(SEAL)
_____	(SEAL)	Margaret E. Conwell	(SEAL)

STATE OF Nevada }
COUNTY OF Clark } 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 Ralph E. Conwell and Margaret E. Conwell, 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 _____

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 First day of April, 19 77, personally appeared Ralph E. Conwell and Margaret E. Conwell * * and * * *

Producers 88 [redacted]

OIL AND [redacted] GAS LEASE

[redacted] CEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 28th day of February, 19 77
by and between BARBARA CONWELL GILDEA also known as BARBARA JEAN CONWELL and VERNON J. GILDEA, her husband
Box 665, Alpine, California 92001, 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 ten and more Dollars ($10.00+)
cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette
State of Wyoming, described as follows, to wit:

Township 34 North, Range 113 West, 6th P. M., Wyoming
Sec. 2: $W\frac{1}{2}$ (Lots 3 and 4, $S\frac{1}{2}NW\frac{1}{4}$)
Sec. 3: $N\frac{1}{2}$ (Lots 1 and 2, $S\frac{1}{2}NE\frac{1}{4}$)
Sec. 4: $E\frac{1}{2}NW\frac{1}{4}$ (Lot 1, $S\frac{1}{2}NE\frac{1}{4}$)

and containing 392.15 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 28th day of February, 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 Lessee to be Designated Bank at 2153 Arnold Ave. Cheyenne, Wyo. 82001 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 Ninety-two and 15/100 - 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 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.

2W-1122

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 while 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 ~~at his option 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.

Vernon J. Gildea (SEAL)
Vernon J. Gildea (SEAL)
(SEAL)
(SEAL)

Barbara Conwell Gildea (SEAL)
Barbara Conwell Gildea aka (SEAL)
Barbara Jean Conwell (SEAL)
(SEAL)

STATE OF California
COUNTY OF San Diego } 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 March, 1977, personally appeared Barbara Conwell Gildea aka Barbara Jean Conwell and Vernon J. Gildea, 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

OFFICIAL SEAL
DOYLE C. SEELY
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Comm. Expires Feb. 1, 1980

Doyle C. Seely
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 } 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 at the day of, 19, at o'clock M. and duly recorded in Volume Page of the records of this office.

By
Deputy

RECORDED May 9 1977 20 min past 11 A.M.
IN BOOK 5'Oil Ops PAGE 11
FEE $4.75 Vivian Gate COUNTY CLERK
SAN DIEGO COUNTY CLERK
by Ellen Wampler
Deputy
When recorded return to

[redacted] [redacted] MILLER CREEK PROSPECT
Sublette County [redacted]ng

PARTIAL ASSIGNMENT OF OIL AND GAS LEASES

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 paid to him, the receipt and sufficiency of which is hereby acknowledged, the undersigned KENNETH D. LUFF, 1730 Colorado State Bank Building, Denver, Colorado 80202, (hereinafter referred to as ASSIGNOR), does hereby GRANT, CONVEY, BARGAIN, SELL, TRANSFER and ASSIGN unto HANOVER PETROLEUM CORPORATION, 211 North Ervay, Dallas, Texas 75201, (hereinafter referred to as ASSIGNEE), an Undivided Thirty-seven and One-Half Percent (37.5%) interest in and to the leases described on Exhibit "A" attached hereto and made a part hereof.

THIS assignment is made by Assignor and accepted by Assignee subject to all of the instruments in the chain of title to said leases and to all of the terms and conditions therein, and, in addition, the interest acquired by Assignee herein is subject to and shall be burdened and charged with its pro rata part of all royalties, overriding royalties, production payments and other burdens against said land under the terms of said leases which are reflected of record or by the records of Assignor.

In the event said leases cover less than the entire and undivided mineral estate in the lands described in Exhibit "A", the interest herein assigned, shall be reduced in the proportion that the interests bear to the whole and undivided mineral estate.

ASSIGNOR will warrant and defend the interests hereby transferred and assigned unto Assignee against every person whomsoever claiming by, through or under Assignor, but not otherwise.

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, its successors and assigns forever, but subject to the terms and provisions hereof.

IN WITNESS WHEREOF, this assignment is executed this 23rd day of March, 1977.

Kenneth D. Luff
KENNETH D. LUFF

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 23rd day of March, 1977, before me personally appeared KENNETH D. LUFF, 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 23rd day of March, 1977.

My commission expires
December 3, 1977

Colleen M. Lindblom
Colleen M. Lindblom - Notary Public

160252

RECORDED May 13 1977 9.00 AM
IN BOOK 124 Misc Recs PAGE 13
FEES $ [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen Campbell

13

EXHIBIT "A"
TO ASSIGNMENT OF OIL AND GAS LEASES DATED MARCH 23, 1977 FROM
KENNETH D. LUFF TO HANOVER PETROLEUM CORPORATION
MILLER CREEK PROSPECT
SUBLETTE COUNTY, WYOMING

	LEASE NAME	LESSEE	DATE	DESCRIPTION	RECORDED Book/Page
1)	Robert Mickelson Miller, Jr.	Kenneth D. Luff	11-15-76	Township 29 North, Range 112 West Section 9: SW/4SW/4, NW/4NW/4	
2)	Priscilla Miller	Kenneth D. Luff	11-15-76	SAME AS ABOVE	
3)	Priscilla Miller, Guardian for Kathleen Ann Miller, Patricia Mildred Miller, and Matthew Daniel Miller	Kenneth D. Luff	11-15-76	SAME AS ABOVE	
4)	Robert M.Miller, Jr.	Stuart M. McKinley	10-28-74	Township 29 North, Range 112 West Section 4: W/2SW/4 Section 5: S/2SE/4, NE/4SE/4 Section 8: E/2 Section 9: SW/4NW/4, NW/4SW/4	51 265-66
5)	Priscilla M. Bower	Stuart M. McKinley	10-28-74	SAME AS ABOVE	51 260-61
6)	Priscilla M. Bower, Guardian	Stuart M. McKinley	10-28-74	SAME AS ABOVE	51 263-64

Leases 4), 5), and 6) are subject to a 5% overriding royalty interest reserved by Stuart M. McKinley by Assignment of Oil and Gas Leases to C & K Petroleum, Inc. dated December 21, 1974, recorded in Book 51 O&G at page 303; and, to a 2½% overriding royalty interest reserved by Dick V. Welch by Assignment of Oil and Gas Leases to Kenneth D. Luff dated September 20, 1976, recorded in Book 53 O&G at page 229.

[redacted] [redacted] [redacted]

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

RECORDED May 13, 1977 11:00 A.M.
IN BOOK 5 (Misc.) PAGE 15
FEES $5.00 Lois Kimpel COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Ellen Wampler

ASSIGNMENT OF OPERATING RIGHTS

BELCO PETROLEUM CORPORATION and CHANDLER & ASSOCIATES, INC., for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain and convey unto Petro-Search, Inc., 825 Petroleum Club Building, Denver, Colorado, 80202 (25%); C F Braun & Co, 1000 South Fremont, Alhambra, California, 91802 (25%); The Grayrock Corporation, 1407 Main, Dallas, Texas, 75202 (25%); Adobe Oil & Gas Corporation, ~~530 Denver Club Building~~ 717 United Bank Center, Denver, Colorado, ~~80202~~ 80290 (12.50%); and NRM Petroleum Corporation, 900 Building of the Southwest, Midland, Texas, 79701 (12.50%) all of the operating rights in and to that certain United States Oil and Gas Lease W-17208 covering the following described lands:

T28N - R114W

Section 32: Lot 18 and the NE/4 Lot 17.

subject to the following reservations:

(1) Belco and Chandler hereby reserve 1/16 of 8/8ths overriding royalty interests; said override to be exclusive of any presently existing lease burdens; which override shall be convertible at payout to a 50% working interest. For the purposes of this agreement, the payout is defined as the day when the value 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 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.

(2) This assignment of operating rights covers from the surface of the ground to and including 8,950' with Belco-Chandler reserving all rights below 8,950'.

In Witness Whereof, this assignment of operating rights is executed this 30th day of March, 1977.

BELCO PETROLEUM CORPORATION

By David B. Martin
David B. Martin, Attorney-in-Fact

CHANDLER & ASSOCIATES, INC.

By
Leslie J. Rodman, Vice President

ATTEST:

BY: Hubert L. White
Hubert L. White, Sec.-Treas.

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by David B. Martin, Attorney-in-Fact of Belco Petroleum Corporation on the 30th day of March, 1977.

Witness my hand and official seal.

Rebecca M. Yarbrough
Notary Public in and for Harris County, Texas.

STATE OF COLORADO

COUNTY OF DENVER

The foregoing instrument was acknowledged before by by Leslie J. Rodman as Vice President of Chandler & Associates, Inc., on the 30th day of March 1977.

Witness my hand and official seal.

Diana Lee Lucas
Notary Public in and for Denver County, Colorado

My commission expires:

November 7, 1979

RELEASE AND DIVISION AGREEMENT

WHEREAS, Dorothy B. Newcomb, sometimes also known as Dorothea B. Newcomb, Jennie B. Jordan, and Budd and Sons Land Company, a partnership, are the owners of interests in the mineral estate of certain lands located in Sublette County, Wyoming, said lands being more specifically described as follows:

> The NE/4NE/4 of Section 23, and the W/2NW/4, the SE/4NW/4 and SW/4 of Section 24, Township 30 North, Range 114 West of the 6th P.M., (hereinafter referred to as the "Tract A lands"); and

WHEREAS, Budd and Sons Land Company, a partnership, is the owner of the mineral estate in certain lands in Sublette County, Wyoming, said lands being more specifically described as follows:

> Lot Four (4) and the SW/4NW/4 of Section 4, and Lot One (1) and the SE/4NE/4 of Section 5, Township 29 North, Range 113 West of the 6th P.M., and the S/2SW/4, NW/4SW/4, and the SW/4SE/4 of Section 29, Lot Four (4), the SE/4SW/4, the E/2SE/4, and the SE/4NE/4 of Section 30, the NE/4, the N/2SE/4, the SE/4SE/4, E/2NW/4, and Lot One (1) of Section 31, the W/2, the SE/4, and the S/2NE/4 of Section 32, and the W/2SW/4 and the SW/4NW/4 of Section 33, Township 30 North, Range 113 West of the 6th P.M., (hereinafter referred to as the "Tract B lands"); and

WHEREAS, Budd and Sons Land Company entered into an oil and gas lease with Belco Petroleum Corporation dated May 27, 1971, leasing all of the above described lands to said Belco Petroleum Corporation; and

WHEREAS, said lease provides in paragraph 10 thereof:

> "If the leased premises shall hereafter be owned in severalty, or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. . . ."; and

WHEREAS, it has always been the policy of the owners of the mineral estates of the foregoing lands to lease such lands in such a way that the Tract A lands would not share in production from the Tract B lands and that the Tract B lands would not share in production with the Tract A lands; and

WHEREAS, it was not and is not the intention of the owners of the mineral estate in the Tract A lands to share in royalties resulting from production from the Tract B lands, except to the extent that such owners own interests in the mineral estate of said Tract B lands; and

163275

RECORDED [illegible] 19 77 [illegible] M
IN BOOK [illegible] PAGE 17
FEES $ [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen Campbell

WHEREAS, it was not and is not the intention of the owners of the interests in the Tract B lands to share in royalties resulting from mineral production from the Tract A lands, except to the extent that such owner owns an interest in said Tract A lands;

NOW, THEREFORE, for Ten Dollars and other good and valuable consideration:

1. Dorothy B. Newcomb, also known as Dorothea B. Newcomb, and Arthur Newcomb, her husband, and Jennie B. Jordan and Theodore L. Jordan, her husband, quitclaim and release to Budd and Sons Land Company, a partnership, all of the right, title and interest which they might have under said May 27, 1971, lease with Belco Petroleum Corporation to share in royalties paid by said Belco as a result of production deriving from the lands described hereinabove as the "Tract B lands", but reserving unto themselves any and all other rights which they might have in and to said lands; and

2. Budd and Sons Land Company, a partnership, quitclaims and releases to Dorothy B. Newcomb, also known as Dorothea B. Newcomb, and Jennie B. Jordan all of the right, title and interest which it might have under said May 27, 1971, lease with Belco Petroleum Corporation to share in royalties paid by said Belco Petroleum Corporation as a result of production deriving from the lands described hereinabove as the "Tract A lands", except to the extent that said Budd and Sons Land Company owns interest in said Tract A lands, it being the partnership's intention only to release such rights as might be derived from said lease's existence to share greater than it might otherwise on the basis of its ownership in said lands any royalties deriving from said "Tract A lands";

3. It is the intention of the parties that upon execution of this document, royalties shall be payable to the parties as follows:

a. On the Tract A lands, any royalty payable which derives from production from said lands shall be payable 1/3 to Dorothea B. Newcomb, 1/3 to Jennie B. Jordan, and 1/3 to Budd and Sons Land Company, notwithstanding the provisions of said May 27, 1971, lease with Belco Petroleum Corporation; and

b. On the Tract B lands, any royalty payable which derives from production from said lands shall all be payable to Budd and Sons Land Company, notwithstanding the provisions of said May 27, 1971, lease with Belco Petroleum Corporation; and

c. The provisions herein shall be effective for all royalties payable under said lease from and after January 1, 1976, and any funds being held by Belco Petroleum Corporation at the present time shall be paid over pursuant to the foregoing.

Witness our hands this 11 day of [illegible],
1977.

Dorothy B. Newcomb

Jennie B. Jordan

Arthur Newcomb

Theodore L. Jordan

BUDD AND SONS LAND COMPANY,
a partnership

By [illegible]
General Partner

(Individual)

STATE OF CALIFORNIA
COUNTY OF Santa Cruz } ss.

On April 27 1977 before me, the undersigned, a Notary Public in and for said State, personally appeared Dorothea Newcomb

efore me by
and
, 1977.

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

WITNESS my hand and official seal.

Signature

Karen Lee

Name (Typed or Printed)

OFFICIAL SEAL
KAREN LEE
NOTARY PUBLIC — CALIFORNIA
SANTA CRUZ COUNTY
My Commission Expires [illegible] 19 1980

.C

(This area for official notarial seal)

My Commission Expires:

The State of TEXAS)
) ss.
County of Hidalgo)

The foregoing instrument was acknowledged before me by Jennie B. Jordan and Theodore L. Jordan, this 5th day of May, 1977.

Witness my hand and official seal.

Notary Public

JEAN A. [illegible]
Notary Public, [illegible] Texas

My Commission Expires:

June 1, 1977

The State of Wyoming)
) ss.
County of Sublette)

The foregoing instrument was acknowledged before me by [illegible], General Partner of Budd and Sons Land Company, a partnership, this 11 day of May, 1977.

Witness my hand and official seal.

Notary Public

My Commission Expires:

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 20th day of April, 1977.

ATTEST:

INTER-AMERICAN PETROLEUM CORPORATION

Secretary

BY: _____
Joseph R. Mazzola, Vice-President

BY: _____
Thomas A. Chorney

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

The foregoing instrument was acknowledged before me this 20th day of April, 1977, by Joseph R. Mazzola, as Vice-President of Inter-American Petroleum Corporation, a Colorado corporation.

WITNESS my hand and official seal.

_____
Notary Public, Debra A. Peluso

My Commission Expires: My Commission expires May 21, 1980

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

The foregoing instrument was acknowledged before me this 20th day of April, 1977, by Thomas A. Chorney.

WITNESS my hand and official seal.

_____
Notary Public, Judith A. Buller

My Commission Expires: _____

RETURN TO
~~CITIES~~ SERVICE GAS CO.
LAND AND LEASE DEPT.
P. O. BOX 25128
OKLAHOMA CITY, OKLA. 73125

EXHIBIT "A"

Attached to and made a part of Assignment dated April 20, 1977, by and between INTER-AMERICAN PETROLEUM CORPORATION and THOMAS A. CHORNEY, Lessors, and CSG EXPLORATION COMPANY, Lessee

4W-1021-3 Oil and Gas Lease dated October 14, 1976 from John D. Newcomb, Lessor, to Inter-American Petroleum Corporation and Thomas A. Chorney, Lessees, recorded in Book 53 O&G, Page 587, covering the following described lands in Sublette County, Wyoming:

Township 31 North, Range 111 West
Section 1: Lots 3, 4, S½NW¼, SW¼
Section 2: Lots 1, 2, 3, 4, SE¼NW¼, S½NE¼, SE¼, E½SW¼
Section 11: N½NE¼
Section 12: N½NW¼

Township 32 North, Range 111 West
Section 26: SW¼SW¼
Section 27: S½NE¼, SE¼
Section 34: NE¼
Section 35: NW¼NE¼, S½NE¼, W½, SE¼

4W-1021-8 Oil and Gas Lease dated November 8, 1976, from Richard L. Goodman, Lessor, to Inter-American Petroleum Corporation and Thomas A. Chorney, Lessees, recorded in Book 53 O&G, Page 602, covering the following described lands in Sublette County, Wyoming:

Township 31 North, Range 111 West
Section 1: Lots 3, 4, S½NW¼, SW¼
Section 2: Lots 1, 2, 3, 4, SE¼NW¼, S½NE¼, SE¼, E½SW¼
Section 11: N½NE¼
Section 12: N½NW¼

4W-1021-9 Oil and Gas Lease dated November 8, 1976 from Richard L. Goodman, Lessor, to Inter-American Petroleum Corporation and Thomas A. Chorney, Lessees, recorded in Book 53 O&G, Page 593, covering the following described lands in Sublette County, Wyoming:

Township 32 North, Range 111 West
Section 26: SW¼SW¼
Section 27: S½NE¼, SE¼
Section 34: NE¼
Section 35: NW¼NE¼, S½NE¼, W½, SE¼

4W-1021-11 Oil and Gas Lease dated March 2, 1977 from Ted C. Frome, et ux, Lessors, to Inter-American Petroleum Corporation and Thomas A. Chorney, Lessees, recorded in Book 53 O&G, Page 659, covering the following described land in Sublette County, Wyoming:

Township 31 North, Range 111 West
Section 1: Lots 3, 4, S½NW¼, SW¼
Section 2: Lots 1, 2, 3, 4, S½NE¼, SE¼NW¼, E½SW¼, SE¼
Section 11: N½NE¼
Section 12: N½NW¼ (except 2.00 acres in SE¼SW¼ Section 1, and NE¼NW¼ Section 12, deeded to School District No. 18)

Township 32 North, Range 111 West
Section 26: SW¼SW¼
Section 27: S½NE¼, SE¼
Section 34: NE¼
Section 35: SE¼NE¼, W½NE¼, NW¼, S½

RETURN TO
CITIES SERVICE OIL CO.
LAND AND LEASE DEPT.
P. O. BOX 25128
OKLAHOMA CITY, OKLA. 73125

EXHIBIT "A"

Attached to and made a part of Assignment dated April 20, 1977, by and between INTER-AMERICAN PETROLEUM CORPORATION and THOMAS A. CHORNEY, Lessors, and CSG EXPLORATION COMPANY, Lessee

4W-1021-12 Oil and Gas Lease dated March 2, 1977, from Doyle F. Child, et ux, Lessors, to Inter-American Petroleum Corporation and Thomas A. Chorney, Lessees, recorded in Book 53 O&G, Page 657, covering the following described lands in Sublette County, Wyoming:

Township 31 North, Range 111 West
Section 1: Lots 3, 4, S½NW¼, SW¼
Section 2: Lots 1, 2, 3, 4, S½NE¼, SE¼NW¼, E½SW¼, SE¼
Section 11: N½NE¼
Section 12: N½NW¼ (except 2.00 acres in SE¼SW¼ Section 1, and NE¼NW¼ Section 12, deeded to School District No. 18)

Township 32 North, Range 111 West
Section 26: SW¼SW¼
Section 27: S½NE¼, SE¼
Section 34: NE¼
Section 35: SE¼NE¼, W½NE¼, NW¼, S½

4W-1022 Oil and Gas Lease dated July 26, 1976 from Hazel Smith, a widow, Lessor, to Inter-American Petroleum Corporation and Thomas A. Chorney, Lessees, recorded in Book 53 O&G, Page 590 covering the following described lands in Sublette County, Wyoming:

Township 31 North, Range 111 West
Section 11: SW¼
Section 14: N½NW¼, SW¼NW¼
Section 15: NW¼, SE¼NE¼

lr 1283

RECORDED May 16 1977 9 o'c A.
IN BOOK 54 Oil & Gas PAGE 21
FEES $7.50 Doris Dipple COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen Wampler

RETURN TO
CITIES SERVICE GAS CO.
LAND AND LEASE DEPT.
P. O. BOX 25128
OKLAHOMA CITY, OKLA. 73125

24

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

WYOMING
~~UNITED~~ STATES OIL AND GAS LEASE 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. Kochergen	Box 11006, Fresno, Ca., 93771	1/2%

160283

RECORDED May 11 1977 9:00 A.M.
IN BOOK 54 Oil & Gas PAGE 24
FEES $4.50 Lucy Lupke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen Campbell

Being in all a total of an undivided One half of one per-cent (1/2%)
.....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:

T27N, R105W., 6th PM
Sec. 24: N½NE¼
Sec. 36: All

Containing 680 acres, more or less.

WITNESS our hands this 4th day of May 1977

Witnesses:

Bob G. Howell

Bob G. Howell

STATE OF Calif.
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 4th day of May, 1977, 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.

OFFICIAL SEAL
CECILIA PEDERSEN
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
FRESNO COUNTY

Cecilia Pedersen
Notary Public.

My Commission Expires [redacted]

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 Bird ..... as to J. L. Hodgson

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

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

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted] 14237

Post

2nd May 77

by MIRIAM JENKINS BARLOW
900 Donner Way, Salt Lake City, Utah 84108

INTER-AMERICAN PETROLEUM CORP. 50% -- THOMAS A. CHORNEY 50%

Sublette

Wyoming

Township 34 North, Range 115 West of the 6th P. M.

Section 1: $SW\frac{1}{4}$
Section 11: $N\frac{1}{2}SW\frac{1}{4}$, $E\frac{1}{2}$
Section 12: $W\frac{1}{2}$
Section 13: $NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$
Section 14: $NE\frac{1}{4}$

164552
RECORDED [illegible] M
ON BOOK 310 PAGE 24
FEES 4.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
By Ellen [illegible]

1,240

five (5)

2nd May 78

Walker Bank and Trust Company xxx Salt Lake City, Utah

One Thousand Two Hundred Forty and No/100 -- ($1,240.00) -- -- -- -- -- DOLLARS,

If lessee shall fail to pay [illegible] on the lessee shall pay [illegible] this lease shall not [illegible] the payment of the [illegible] or parts of said [illegible] assignment of this lease, in whole or in part, shall [illegible] assignment relieved and [illegible] hereunder.

Compliance with any rule or law [illegible] to be prevented by any [illegible] judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal [illegible] purporting to be made under authority of [illegible] any of the terms of this lease to be considered a breach of any clause, obligation, or [illegible] any [illegible] any [illegible] for the termination, forfeiture, reversion or revestiture of any estate, or [illegible] or become the basis of any action for damages [illegible] with any such [illegible] they shall, when complied with by lessee or assigns, [illegible] amendments of the terms and [illegible] 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 [illegible] above mentioned shall be reduced proportionately.

Lessee hereby releases and relinquishes any right of homestead, dower or courtesy they or either of them may have in or to the leased land.

Lessee hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessee, by payment, any mortgage, taxes or other liens on the above described land, in the event of default of payment by lessee, 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 upon his assigns, heirs and devisees and successors, and those of the lessee, though not assigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written

(SEAL) (SEAL)
(SEAL) (SEAL)
(SEAL) (SEAL)

Miriam Jenkins Barlow

STATE OF Utah } SS.
COUNTY OF Salt Lake }

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this [illegible] day of [illegible], 1977, personally appeared Miriam Jenkins Barlow 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 executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires 7-13-80

[illegible] 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 [illegible] day of [illegible], 19[illegible], 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] 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 [illegible]

Notary Public

State of [illegible] } ss.
County of [illegible] }

ACKNOWLEDGMENT (For use by Corporation)

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

Witness my hand and [illegible] day of [illegible], A. D. 19[illegible]

(SEAL)

[illegible] Notary Public.

My Commission expires [illegible]

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

By [illegible]
Deputy

When recorded return to
[illegible]

2nd May 19 77

DORTHEAN JORGENSEN, a single woman, and FLOYD BRIGGS and KATHRYN BRIGGS, husband and wife, Pinedale, Wyoming 82941

INTER-AMERICAN PETROLEUM CORP. 50% - THOMAS A. CHORNEY 50%

Sublette

Wyoming
Township 34 North, Range 113 West, 6th P. M.,
Section 1: SW¼
Township 35 North, Range 113 West, 6th P. M.
Section 34: S½S½

RECORDED May 4 1977
IN BOOK 59 (Misc) PAGE 29
FEES 5.00 Kay Hall COUNTY CLERK
SUBLETTE COUNTY CLERK
By Ellen C. Campbell

320

eight (8)

2nd May 78

Rock Springs National

Rock Springs, Wyoming

Three Hundred Twenty and No/100 - - - - - - ($320.00) - - - - - - - - - - - DOLLARS,

If the estate of either party hereto is owned in fee and the privilege of assigning is not restricted, then same may be assigned, and this lease shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals will 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 separate parts of the above described lands and the assignee or assignees of each separate part shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall relieve to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any new 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 officers, boards, commissions or committees purporting to be and understood by any of same to be valid, binding or statutes, 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 or stipulation contained herein, nor shall it be a cause for the termination, forfeiture, reversion or revesting of any estate 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 forfeiture for breach of said lease, and to the extent any such provisions of this lease are inconsistent therewith, they shall, when complied with by lessee or assigns, to the extent of such compliance operate as a modification of the terms and conditions of this lease 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.

Lessee hereby releases and relinquishes any right of homestead, dower or quarantey they or either of them may have in the leased land.

Lessee hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessee, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessee, and be subrogated to the rights of the holder thereof.

This lease and all its terms, conditions and stipulations shall extend to and be binding on the 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.

Dorthean Jorgenson (SEAL)

(SEAL)

(SEAL)

Floyd Briggs (SEAL)

(SEAL)

Kathryn Briggs (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 9th day of
May, A. D. 77, personally appeared Dorthean Jorgensen, Floyd Briggs
and Kathryn Briggs, 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

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

[redacted] [redacted] [redacted] 42729

Office [illegible]

Serial No. [illegible]

Date of Base Lease [illegible]

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:

[illegible]
(Name)

[illegible]
(Address)

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

1. Lands included in this assignment:

[illegible] [illegible]
(County) (State)

Township 13 North, Range 14 West, 6th P.M.

Sec. 5: Lots 9, 10, 14, 15, 16, 17, 18, 19
Sec. 8: Lots 2 thru 20
Sec. 21: W½SW¼, SE¼SW¼

containing 1022.24 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: 3 %

The undersigned agrees that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ 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 was duly issued to him covers the fully 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 9th day of May, 19 97.

WITNESS:

[illegible]

[illegible]
ASSIGNOR Donald B. Anderson

[illegible]
ASSIGNOR

Assignment approved effective: [illegible] 1997

[illegible]
(Date)

THE UNITED STATES OF AMERICA

By: [illegible]
(Signing Officer)

[illegible]
(Title)

(Reverse for [illegible] on reverse side)

[illegible]

STATE OF: NEW MEXICO
COUNTY OF: CHAVES } ss.

The foregoing instrument was acknowledged before me this 9th day of May, 19 67

Witness my hand and official seal:

H. E. Kennington
Notary Public

My commission expires 6-30-68

180552

RECORDED June 1 19 77 9:00 AM
IN BOOK 24 OSG PAGE 31
FEES $ 4.50 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen Triangle

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 Insurance Company as Surety, is on file with the Director, Bureau of Land Management, being bond No. 511-23-06, dated November 8, 1966.

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.-3123.2) (2).

Executed and witnessed this ___ day of _____, 19___.

WITNESS:

HUMBLE OIL & REFINING COMPANY

By _____
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 described interest conveyed to assignee in the within assignment, by any agreement or understanding, verbal or written or otherwise.

STATE OF WYOMING
County of Natrona

Certification

I, John J. "Jack" Tobin, *clerk and recorder of Natrona County, do hereby certify that the foregoing is a full, true, and correct copy of a* Certificate of limited Partnership Woods 1977 DrillingProgram

as Recorded in Book No. 22 Corps *Page No.* 23 *or* Micro 9-1525 March 25,1977

In testimony whereof I have hereunto set my hand and Official Seal this 28th *day of* March *1977*

John J. "Jack" Tobin
Clerk and Recorder

Deputy

Book 22 Corps
Page 23

MICROFILM — 9 — 1525

CERTIFICATE OF LIMITED PARTNERSHIP

WOODS 1977 DRILLING PROGRAM

FILED PURSUANT TO THE LAWS OF THE
STATE OF OKLAHOMA

160536

RECORDED: Dec 16 1977 Woods
IN BOOK 54 Misc Rec PAGE 33
FEES $2.50 Lola J. Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen Wampler

General Partner:

Woods Petroleum Corporation
Suite 500, National Foundation West
Building
3555 N. W. 58th Street
Oklahoma City, Oklahoma 73112

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[redacted]

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FOR
WOODS 1977 DRILLING PROGRAM

[redacted]

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[redacted]

LIMITED PARTNERSHIP AGREEMENT
FOR
WOODS 1977 DRILLING PROGRAM

[redacted]

THIS LIMITED PARTNERSHIP AGREEMENT is dated as of MARCH 11, 1977, and is among WOODS PETROLEUM CORPORATION, a Delaware corporation ("Woods" or the "General Partner") as general partner, and each of the other persons that are admitted as limited partners pursuant to this Agreement (individually, "Limited Partner" and collectively, the "Limited Partners").

The General Partner and the Limited Partners hereby agree as follows:

1. **Definitions**

The following terms shall have the meaning given to them in this Section:

SECTION 1.1 — *Abandonment Loss Costs*

The cost, as shown on the books of the Partnership, of equipment which is used or installed in connection with the drilling, testing, completion or production of any well participated in by the Partnership and which is not completed as commercially productive, to the extent that such cost is not recovered by the sale of salvaged items from such well. Such costs include costs of leasing such equipment if the costs would be required to be capitalized for federal income tax purposes if expended for the purchase of such items. Abandonment Loss Costs shall not exceed the amount of loss recognized for federal income tax purposes.

SECTION 1.2 — *Affiliated Parties*

Any corporation, partnership, trust, association or other person contributing capital to the Partnership which, directly or indirectly, owns or has attributable to it for purposes of Section 318 of the Internal Revenue Code, as amended, more than 10% of the outstanding common stock of the General Partner. Each such person shall become an additional general partner but shall exercise no control in the management or operation of the Partnership. To the extent of their Initial Capital, Affiliated Parties shall share in costs and revenues on the same basis as Limited Partners, and reference hereafter to Limited Partners shall also include Affiliated Parties.

SECTION 1.3 — *Capital Costs*

(a) All costs customarily associated with the acquisition of Leases including bonuses, the cost of abstracts, Lease acquisition title examination, Lease acquisition curative title work, screening Leases and geological and geophysical expenses in connection with prospective Lease acquisitions to the extent that such costs are required to be capitalized for federal income tax purposes and irrespective of whether such Leases are subsequently abandoned or become worthless; (b) costs of defending title to Leases acquired by the Partnership; (c) any portion of Non-capital Costs otherwise covered by Section 1.12 below which portion is required to be capitalized for federal income tax purposes by reason of any interest held by a third party; and (d) costs, other than Abandonment Loss Costs, of equipment which has a salvage value used or installed in connection with the drilling, testing, completion or production of any well participated in by the Partnership including costs of leasing such equipment if the cost would be required to be capitalized for federal income tax purposes if expended for the purchase of such items.

SECTION 1.4 — *Distribution Interest*

A partner's undivided interest in the assets (or, at Wood's option, the cash equivalent) of the Partnership equal to his current percentage interest in the revenues of the Partnership as set forth in Section 12 hereof, plus or minus any adjustments (whether in money or in property of a value equal thereto) necessary to take into account such party's proportionate interest in the accrued liabilities of the Part-

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nership, and all debits or credits to or withdrawals from such party's capital account. Without limiting the foregoing, the General Partner's Distribution Interest shall include its Unrecovered Unit Costs, as defined in Section 11.7(a). The Distribution Interest of defaulting Participating Limited Partners and Nonparticipating Limited Partners shall be reduced to reflect the interest in revenues from Subsequent Operations attributable to the General Partner for its payment of such Limited Partner's share of costs for such Subsequent Operations pursuant to Section 9.3 hereof, or other amounts due the General Partner or the Partnership under Sections 9.2(b), 9.4 or otherwise under this Agreement.

SECTION 1.5 — *Drilling Block*

A Lease or group of Leases designated as a Drilling Block by the General Partner.

SECTION 1.6 — *Final Terminating Event*

(a) The expiration of the fixed term of the Partnership.

(b) The election by Limited Partners whose combined Sharing Ratio totals at least 51% at the time of their election finally to terminate and wind up the affairs of the Partnership. If Limited Partners whose combined Sharing Ratio equals at least 10%, or the General Partner, shall in writing specifically propose termination and winding up, such proposal shall be submitted to all Limited Partners.

SECTION 1.7 — *Initial Capital*

The initial capital contribution (exclusive of assessments) to the Partnership actually paid by a Limited Partner or the General Partner in satisfaction of his obligation so to do as provided on a signature page hereto. "Aggregate Initial Capital" shall mean the aggregate of the Initial Capital of all of the Limited Partners, including the General Partner's contribution as a Limited Partner.

SECTION 1.8 — *Initial Operations*

All operations commenced by the Partnership before the Partnership expends or commits to expend its Aggregate Initial Capital.

SECTION 1.9 — *Leases*

Oil, gas and mineral leases, licenses, easements, contracts, arrangements and concessions, or other interests in real property, whether corporeal or incorporeal, and rights in or affecting such leases, licenses, easements, contracts, arrangements, concessions or other interests which permit the exploration for or production of oil, gas or other minerals or the receipt of such production or the proceeds thereof.

SECTION 1.10 — *Limited Partner*

Each party executing a Limited Partner Signature Page, and the General Partner to the extent of its Initial Capital, and to the extent it acquires or succeeds to the Partnership Interest of any Limited Partner pursuant to the applicable provisions of Section 9 of this Agreement or otherwise; provided, that nothing in this Section 1.10 shall be construed as meaning that the General Partner shall possess limited liability with respect to Partnership Interests acquired by it on formation of the Partnership nor that it shall be prevented from exercising control of the business of the Partnership with respect to such Partnership Interests.

SECTION 1.11 — *Mandatory Assessments*

All assessments made upon the Limited Partners pursuant to Section 9.2 of this Agreement.

SECTION 1.12 — *Non-capital Costs*

Except as provided in Section 1.3(c), (a) all delay rentals and advance, minimum and shut-in royalties; (b) all costs accruing as a part of exploration and drilling activities which costs are for items which have no salvage value, including but not limited to, whether similar or dissimilar, location and surface damage, cementing casing, drilling mud and chemicals, drillstem tests and core analyses, engineering and wellsite geological expenses, electric logs, footage and daywork drilling cost, and

reasonable drilling costs paid under turnkey contracts; (c) dry hole contributions paid by the Partnership; (d) Abandonment Loss Costs; (e) the fees and expense reimbursements paid to the General Partner for its management and administrative services, other than producing per-well charges, including the costs of maintaining all necessary records, of preparing all periodic and annual reports, reserve evaluations, and all tax returns, and of performing all accounting services for the Partnership; (f) all fees and charges provided for in Section 11.4 below except Special Project Charges and the per-well charges provided in subsections 11.4(c)(ii) and (iii) which shall be considered Operating Costs when charged at producing well rates; and (g) all additional expenses incurred in completing or testing for production any well, and all costs of further equipping, reworking, plugging back, deepening, repairing, or performing remedial work of any type on, or plugging and abandoning any well participated in by, or any equipment of, the Partnership, or conducting any operations of the Partnership not otherwise covered below which are not chargeable as Capital Costs, Special Project Charges or Operating Costs.

SECTION 1.13 — *Nonparticipating Limited Partners*

Each Limited Partner not notifying the General Partner in the manner provided for in Section 9.3 of such Limited Partner's election to participate in a Subsequent Operation for which an Optional Additional Assessment has been requested.

SECTION 1.14 — *Optional Additional Assessments*

Assessments made upon Limited Partners pursuant to Section 9.3 of this Agreement.

SECTION 1.15 — *Operating Costs*

All customary expenses of operation and production incurred in connection with the production and marketing of oil and gas found by the Partnership, including, without limitation, the cost of compressor plants and salt water injection wells and disposal facilities and the per-well charges provided in subsections 11.4(c)(ii) and (iii) when charged at producing well rates.

SECTION 1.16 — *Participating Limited Partner*

Each Limited Partner who notifies the General Partner in the manner provided for in Section 9.3 of his election to participate in a Subsequent Operation for which an Optional Additional Assessment is requested.

SECTION 1.17 — *Partnership*

The limited partnership formed by this Agreement.

SECTION 1.18 — *Partnership Interest*

Each Limited Partner's respective interest in and ownership of that portion of the Partnership owned by all of the Limited Partners as expressed by his respective Sharing Ratio.

SECTION 1.19 — *Partnership Property*

All property owned or possessed by the Partnership, except properties of the General Partner used for Partnership purposes which shall not be Partnership property unless the same are expressly contributed to the Partnership. Property of the type referred to in Section 11.2 is not Partnership Property and no Limited Partner has any right, title or interest therein.

SECTION 1.20 — *Proved Developed Reserves*

Proved reserves which can be expected to be recovered through existing wells with existing equipment and operating methods.

SECTION 1.21 — *Related Activities*

All activities in any way related to an operation previously commenced, whether a part of Initial or Subsequent Operations, including, without limitation, all further drilling, deepening, plugging

back, reworking, repairing or the performance of other remedial work or plugging and abandoning a well participated in by the Partnership.

SECTION 1.22 — *Sharing Ratio*

The ratio between each Limited Partner's Initial Capital indicated on the Limited Partner Signature Page and Aggregate Initial Capital, as it may subsequently be modified to reflect a Limited Partner's failure to pay Initial Capital or Mandatory Assessments. The Sharing Ratio may be set forth in this Agreement, or in any other document or agreement, as a percentage or on any other numerical basis deemed appropriate by the General Partner.

SECTION 1.23 — *Special Projects*

Facilities utilized for operations other than customary drilling and producing operations (without respect to whether the costs thereof would be Non-capital or Capital Costs but excluding matters the cost of which is included in Operating Costs), such as water wells and stations, secondary recovery facilities, gas products plants, pipelines (other than ordinary flow lines) and other transmission or major storage facilities.

SECTION 1.24 — *Special Project Charges*

The cost to the Partnership of installation, acquisition, operation and maintenance, or charges for the use of, Special Projects, including all such costs regardless of whether they would ordinarily or customarily be considered either as Capital or Non-capital Costs as defined herein and regardless of whether such costs, or any part thereof, would be required to be capitalized for federal income tax purposes.

SECTION 1.25 — *Subsequent Operations*

Activities not part of Initial Operations or Related Activities of Initial Operations, which the General Partner deems necessary to explore or develop (a) Drilling Blocks acquired during Initial Operations or (b) Leases acquired after the expenditure of Aggregate Initial Capital, which Leases appear to the General Partner to be within the same geological feature as a Drilling Block of a Partnership.

2. Formation and Name

SECTION 2.1 — The General Partner and the Limited Partners hereby form a Limited Partnership pursuant to the Uniform Limited Partnership Act of the State of Oklahoma. The name of the Partnership will be "WOODS 1977 DRILLING PROGRAM."

SECTION 2.2 — The parties hereto shall immediately execute all such certificates and other documents conforming hereto and do all such filing, recording, publishing and other acts as in the judgment of the General Partner may be appropriate to comply with all requirements for the formation of a limited partnership under the laws of the State of Oklahoma. The business of the Partnership may be carried on in states in addition to Oklahoma, and, accordingly, the parties hereto agree to execute all such certificates and other documents conforming hereto and to do all such filing, recording, publishing and other acts as in the judgment of the General Partner may be necessary or appropriate for the formation or qualification and operation of this Partnership as a limited partnership in such additional states.

3. Business of the Partnership

The primary business of the Partnership shall be to acquire Leases by means deemed appropriate by the General Partner, to drill for, produce, save and sell oil, gas and other minerals and to dispose of such Leases, all in areas within or under the jurisdiction of the United States of America or Canada. Leases may be acquired and Partnership operations conducted in the name of the Partnership or any

other name (including that of the General Partner) that the General Partner may choose to employ. Without limiting the powers and rights set forth elsewhere herein, the Partnership shall have all such powers, including the right to borrow money, as the General Partner deems necessary to carry out the purposes of the Partnership.

4. **Term of the Partnership**

The Partnership shall begin on the date hereof, and shall continue for a period of 50 years unless otherwise terminated pursuant to any provision of this Agreement.

5. **Location and Principal Place of Business**

The principal place of business of the Partnership shall be at Suite 500, National Foundation West Building, 3555 N.W. 58th Street, Oklahoma City, Oklahoma 73112. The General Partner may change the Partnership's principal place of business to any other location by giving written notice of such change to the Limited Partners.

6. **Powers and Responsibilities of General Partner**

SECTION 6.1 — The General Partner is exclusively entitled to manage and control the Partnership's business, and shall have all rights and powers now or hereafter granted a general partner under applicable law or which are granted under any other provision of this Agreement. The General Partner may from time to time delegate its responsibilities. The General Partner's power, in accordance with its fiduciary responsibilities, shall extend to any operation participated in by the Partnership or affecting its Leases or other property or assets, including one or more Special Projects, irrespective of whether or not the General Partner shall be designated the operator of such operation by any outside persons participating therein. The Limited Partners shall deal solely with the General Partner in matters concerning the operation of the Partnership and the Limited Partners' relationship, rights and duties in and to the Partnership. The Limited Partners shall not have any voice and shall not take part in the management or control of the business of the Partnership, nor shall the Limited Partners have any power or authority to act for or bind the Partnership. The powers of the General Partner include, but are not limited to, the power:

(a) To determine which wells and operations will be participated in by the Partnership;

(b) To maintain, explore, develop, operate, manage and defend title to properties and operations of the Partnership and drill, test, shut-in, plug and abandon or complete, equip, rework, deepen and recomplete wells for the production of oil, gas and other hydrocarbon substances or enter contracts with third parties for such purposes, conduct secondary recovery operations on or with respect to properties of the Partnership, and do any and all other things necessary and desirable in the opinion of the General Partner in the conduct of any such operations;

(c) To make any expenditures and incur any obligations it deems necessary for the conduct of the activities of the Partnership and negotiate, execute and perform on any terms it deems desirable drilling contracts, farmout agreements, operating agreements, unitization agreements, pooling agreements, recycling contracts, dry, bottom hole and acreage contribution agreements, participation and other agreements, instruments, and conveyances customarily employed in the oil and gas industry with any third parties, including partnerships in which the General Partner participates, or will participate, if such arrangement is considered by the General Partner to be useful or necessary to the conduct of such operations or the implementation of powers granted it under this Agreement;

(d) To conduct such geological and geophysical investigations as the General Partner deems appropriate;

(e) To investigate, acquire, purchase or construct one or more Special Projects and to own and operate such Special Projects;

(f) To select employees and outside consultants, experts, and contractors, determine their compensation and other terms of employment or hiring, and to employ attorneys, accountants and others to prosecute or defend claims by or against the Partnership or affecting title to any Partnership Properties. Without limiting the generality of the foregoing, the General Partner shall have the power and authority, at the expense of the Partnership, to contest any determinations by the Internal Revenue Service to disallow any deductions claimed by the Partnership or any partner;

(g) To form any further limited or general partnerships, joint ventures, or other relationships which it deems desirable;

(h) To acquire, manage, encumber, hypothecate, exchange or dispose of any or all of the assets of the Partnership, whether tangible or intangible, movable or immovable (including, without limitation, Leases, wells, equipment and production therefrom);

(i) To use the revenues of the Partnership for any purpose and on any terms it sees fit, including, without limitation, as collateral for the financing of the activities and operations of the Partnership, the repayment of Partnership borrowings, to liquidate (in whole or part) liabilities to the Partnership or the General Partner of a Limited Partner to the extent of such Limited Partner's pro rata share of Partnership revenues, and to conduct additional operations of the Partnership; provided, that Partnership assets and revenues shall only be mortgaged, pledged, hypothecated, sold or used for the benefit of the party to whom such assets and revenues are attributable, and shall not be mortgaged, pledged, hypothecated, sold or otherwise used for the benefit of the General Partner, except to the extent of its interest therein, and provided, further, that the General Partner shall not sell or pledge substantially all of such assets except in the ordinary course of business without first obtaining approval of Limited Partners whose combined Sharing Ratio equals at least 51%;

(j) To make all decisions concerning the desirability of paying, and the payment or supervision of the payment of, all delay rentals, shut-in royalties, minimum royalties, and advance royalties;

(k) To produce, treat, transport and market oil, gas, and other hydrocarbons recovered from Leases and execute sales contracts, transfer orders, division orders and other instruments in connection with the sale of oil, gas, and other hydrocarbons;

(l) To quitclaim, release, surrender or abandon any properties of the Partnership with or without consideration therefor as the General Partner shall deem appropriate;

(m) To confess judgment against the Partnership and control any matters affecting the rights and obligations of the Partnership, including the employment of attorneys to advise and represent the Partnership in the conduct of litigation and otherwise incur legal expenses and costs of settlement of claims and litigation against the Partnership;

(n) To make such classification, determinations and allocations as it may deem advisable, subject to the terms and provisions of this Agreement;

(o) To maintain such insurance for the benefit of the Partnership and the parties associated with it (which may name the General Partner as sole insured), as the General Partner deems necessary.

SECTION 6.2 — The General Partner shall examine and acquire or contract for the acquisition of Leases by any method employed in the oil and gas industry. Such Leases shall be assigned beneficially or of record by the General Partner to the Partnership as a portion of its capital contribution to the Partnership. Such Lease acquisition may be made under any terms and obligations, including pooling or unitization agreements, and subject to any burdens (including, without limitation, whether similar

or dissimilar, delay rentals, overriding or excess royalties, shut-in royalties, minimum royalties, advance royalties, production payments and net profit interests, limited or unlimited, carried or reversionary interests, whether created by reservation or grant), as it deems necessary in its sole discretion, provided that no such burdens shall be created in favor of the General Partner, its officers, directors or Affiliated Parties. Such acquisitions may include interests heretofore or hereafter initially acquired by any such party on its own behalf, whether individually, jointly with others or as a part of any other limited or general partnership, joint venture or other entity to which such party is or may be a party, and may include interests acquired partially for the benefit of the Partnership and partially for the benefit of others, including a related entity or other limited or general partnership, joint venture, or other entity to which any such party is or may be a party.

Title to all Leases acquired by the Partnership may be taken in the name of the Partnership, in the name of the General Partner, or in the name of a nominee designated by the General Partner, provided that no Lease held in the name of any nominee (including the General Partner) shall be considered to have been acquired by the Partnership unless and until a nominee agreement has been executed in favor of the Partnership. Nominee agreements will be executed in favor of the Partnership promptly upon transfer of a lease to the Partnership.

The General Partner shall take such steps as are necessary in its best judgment to render title to the Leases to be assigned to the Partnership or title to the drillsites or spacing units within such Leases acceptable for the purposes of the Partnership. The General Partner shall be free, however, to use its own best judgment as to title requirements and shall not be liable to the Partnership or the Limited Partners for any mistakes of judgment or for acts undertaken pursuant to the advice of counsel, nor shall the General Partner be deemed to be making any warranties or representations, express or implied, as to the validity or merchantability of the title of any Lease acquired on behalf of the Partnership or to the extent of the interest covered thereby. The Partnership shall not, however, commence the drilling of a well on any drillsite until the General Partner, after consultation with legal counsel, shall have approved the title to the proposed drillsite and so much other acreage as is appropriate in its judgment for purposes of such drilling operation.

SECTION 6.3 — A well which is drilled to the point of testing or setting casing need not be completed if, in the General Partner's sole opinion, such well is unlikely to be productive of oil and gas in quantities sufficient to justify, from the standpoint of the Partnership, the additional expenditures required for well completion.

SECTION 6.4 — Subject to the provisions of Section 6.1(i), the General Partner shall have full power to dispose of the production and other assets of the Partnership, including the power to determine what Leases shall be released or permitted to be terminated, what wells shall be abandoned, whether any Lease, well or equipment shall be sold and the terms therefor.

SECTION 6.5 — The General Partner shall operate, or cause to be operated, each completed well of the Partnership in accordance with accepted oil field practices and in conformity with any valid conservation or curtailment program which may be imposed by law or governmental agency.

SECTION 6.6 — The General Partner may release such information concerning the operations of the Partnership to such sources as is customary or required by law or by rule or regulation or order of any regulatory body. Each Limited Partner shall have the right to receive, at his expense, a complete list of names, addresses, and interests of all Limited Partners upon written request to the General Partner. The General Partner shall furnish the Limited Partners or their accredited representatives, at their expense, such information as they may reasonably request relative to the operations of the Partnership, and the Limited Partners or their accredited representatives shall have reasonable access during normal business hours, upon making prior arrangement with the General Partner, to the

Partnership's records of account. The General Partner shall retain the records of the operations of the Partnership for a period of six years after the termination of the Partnership.

7. Limited Liability of Limited Partners

Except as otherwise provided in Sections 9.3(c) and 11.6, no Limited Partner shall be personally liable for any of the debts of the Partnership or any of the losses thereof beyond the amount of his Initial Capital, anything to the contrary herein notwithstanding. No Limited Partner, other than Woods to the extent that it is included within the term "Limited Partner" with respect to the Partnership Interests acquired by it on formation of the Partnership, shall have any voice or take part in the management or control of the business or transact any business on behalf of the Partnership, and no Limited Partner shall have the power to sign for or to bind the Partnership. No salary shall be paid by the Partnership to any Limited Partner, nor shall any Limited Partner have a drawing account. No Limited Partner shall be entitled to the return of any portion of his capital except to the extent and under the circumstances specifically providing for a return of capital in this Agreement.

8. Capital Contributions of the General Partner

SECTION 8.1 — The General Partner shall transfer the following to the Partnership as its contribution to the capital of the Partnership and, except as otherwise provided for in Section 11.4, shall be credited with the amount of cash contributed and with an amount equal to the adjusted basis for federal income tax purposes of other contributed property at the time of transfer:

(a) Leases selected by the General Partner from its inventory or acquired by the General Partner for the Partnership;

(b) Equipment and other items used or installed in connection with the drilling, testing, completion or production of any well participated in by the Partnership which have a salvage value;

(c) Cash sufficient to pay all other costs charged to its capital account to the extent such costs exceed its share of undistributed revenues or proceeds of loans to the Partnership attributable to the General Partner's interest, which amounts are to be paid at the time such costs are required to be paid by the Partnership; and

(d) Cash sufficient to pay its share of Aggregate Initial Capital.

SECTION 8.2 — The interest of the General Partner in the capital and revenues of the Partnership is in consideration for, and is the only consideration for, the transfer of the property specified above to the Partnership; and the General Partner shall receive no compensation directly or indirectly for any of its costs incurred in acquiring the property which it contributes to the Partnership, except to the extent of its Unrecovered Unit Costs. Compensation paid to the General Partner or its successor pursuant to Section 11.4 of this Agreement shall be solely for its duties of management of the Partnership, and for supervision of the drilling and operation of oil and gas wells.

9. Capital Contributions of the Limited Partners

SECTION 9.1 — *Initial Capital*

(a) The minimum amount of Initial Capital that may be committed by a Limited Partner is $10,000, except that investors in drilling programs previously organized by the General Partner prior to 1977 shall be required to commit a minimum of $5,000 of Initial Capital. Concurrently with the submission to the General Partner of the executed Limited Partner Signature Page, the Limited Partner shall pay the greater of $5,000 or one-third of such Initial Capital agreed to be contributed by him. If such amount is not so tendered, the investor will not be permitted to participate in the Partnership. The balance of each Limited Partner's Initial Capital shall be paid in two equal installments each of which shall be due seven days after notice from the General Partner: the first such installment shall not be due less than 30 days after the date of organization of the Partnership, and the remaining installment

shall not be due less than 60 days after the date of organization of the Partnership. All installments shall be due not later than nine months after organization of the Partnership.

(b) If a Limited Partner fails to timely pay any installment, or any portion thereof, such defaulting Limited Partner shall have no personal liability for the unpaid balance thereof. If a Limited Partner fails to timely pay any installment, other than his initial payment, the General Partner will reduce the Limited Partner's Partnership Interest to the amount actually paid in. The General Partner may, at its sole option, increase its Partnership Interest and applicable Sharing Ratio by payment to the Partnership of all amounts due from defaulting Limited Partners, together with the payment of all amounts which would have constituted the remaining installments payable by such defaulting Limited Partners. Should the General Partner elect not to make such payments, the Partnership Interest and applicable Sharing Ratios of all Limited Partners shall be redetermined to reflect the reduction in the Aggregate Initial Capital equal to the amount of such defaulted payments or installments of Initial Capital.

SECTION 9.2 — *Mandatory Assessments*

(a) If, in its sole discretion, the General Partner determines that Aggregate Initial Capital is not sufficient to complete Initial Operations or Related Activities of Initial Operations, the General Partner shall cause one or more Mandatory Assessments to be made upon each Limited Partner in an amount equal to the percentage such Limited Partner's Sharing Ratio bears to the total additional expenses incurred or reasonably expected to be incurred by the Partnership; provided, however, that the total amount of such Mandatory Assessments shall not exceed 5% of each Limited Partner's Initial Capital. Each Limited Partner shall, within ten days after billing by the General Partner, pay the amount of such Mandatory Assessment to the Partnership. Any such Mandatory Assessment may be made on a monthly or quarterly basis or in advance of an anticipated expenditure. This shall not serve as a limitation however to the General Partner's right to borrow, retain, pledge, or use so much of the revenues and other assets of the Partnership as in the General Partner's opinion is necessary to satisfy a Limited Partner's share of anticipated present and future cash obligations of the Partnership, including amounts required to repay any amounts borrowed to finance the conduct of such operations. However, the General Partner shall not be obligated to exercise any of the foregoing rights.

(b) If any Limited Partner should fail to timely pay such Mandatory Assessment, or any portion thereof, the General Partner, without prejudice to other remedies provided by this Agreement and by law (exclusive of any action to impose personal liability), is authorized:

(i) To receive, and the General Partner is hereby given, a first and preferred lien on the Limited Partner's Partnership Interest, together with all revenues, rights and benefits attributable thereto and to withhold and apply such revenues to the payment of any such delinquent assessment, or any portion thereof, until such delinquent assessment (and all past due charges) is paid in full; or

(ii) To reduce the Limited Partner's Partnership Interest and his applicable Sharing Ratio by an amount corresponding to the delinquent assessment.

(c) If the General Partner elects to invoke the remedy specified in subsection (b)(ii) above, the General Partner shall be authorized at its sole option to increase its Partnership Interest and applicable Sharing Ratio by payment to the Partnership of the full amount of the delinquent assessment. Should the General Partner elect not to pay any such delinquent assessments, the Partnership Interest and applicable Sharing Ratios of all Limited Partners shall be redetermined in order to reflect a reduction in the aggregate amount of Mandatory Assessments available to the Partnership.

SECTION 9.3 — *Optional Additional Assessments*

(a) Optional Additional Assessments may be made in the following manner:

(i) If in its sole discretion, the General Partner determines that the Partnership should undertake a Subsequent Operation for which Optional Additional Assessments will be requested,

notice of which Subsequent Operation has not theretofore been given, the General Partner shall give notice to the Limited Partners, in the manner provided in Section 22 below. A Limited Partner may participate in all Subsequent Operations for which Optional Additional Assessments will be requested without having to affirmatively approve each operation, by so advising the General Partner, by U.S. mail, within 15 days of the date that a notice providing for a blanket election is given by the General Partner, or at a later date with the consent of the General Partner. Notice providing for the blanket election may be given prior to, or contemporaneously with, the initial notice given for a Subsequent Operation. This election will obligate the Limited Partner to participate in all Subsequent Operations, and their Related Activities, until notice of revocation, by mail, has been received by the General Partner. Such revocation shall relieve a Limited Partner of his obligation only for Subsequent Operations for which the 15-day period for notifying the General Partner of an election to participate, as described in subsection (a) (ii) below, has not expired. Limited Partners failing to notify the General Partner of their election to participate in all Subsequent Operations, within the time and in the manner set forth above, and Limited Partners who have revoked prior elections, must elect to participate, or not, as each Subsequent Operation is recommended by the General Partner.

(ii) As each Subsequent Operation is recommended by the General Partner, the General Partner will give notice, in writing, to each Limited Partner stating the nature and purpose of the proposed expenditure, and will attach an estimate of the Limited Partner's pro rata share of the total assessment. Limited Partners who have not previously elected to participate in all Subsequent Operations, and Limited Partners having revoked prior elections will be notified in the manner provided in Section 22 below. Limited Partners electing to participate ("Participating Limited Partners") in the activity for which the notice was sent, must so advise the General Partner, by mail, within 15 days of the date the notice was given by the General Partner or they will not be permitted to participate in the Subsequent Operation for which the notice was given. Electing to participate will obligate the Limited Partner to participate in such Subsequent Operation and all of its Related Activities.

(iii) If any Subsequent Operation on a Drilling Block is conducted hereunder with less than all Limited Partners electing to participate, the Limited Partners not electing to participate therein ("Nonparticipating Limited Partners") may not thereafter elect to participate in any other Subsequent Operation on such Drilling Block, and their share of the cost of such operations shall be borne by the General Partner. All revenues or proceeds realized from all Subsequent Operations on such Drilling Block, which would otherwise be attributable to the Nonparticipating Limited Partners, including their share, if any, of proceeds from the sale of any well, lease, or equipment used in connection with conducting such Subsequent Operations, shall be credited to the General Partner until the General Partner shall have recovered from revenues so credited, exclusive of taxes, royalties, overriding royalties, production payments or other interests or amounts payable out of or measured by production, 300% of the aggregate amount of such Optional Additional Assessments borne by the General Partner, after deducting all Operating Costs incurred to the date of such recovery. Thereafter, each Nonparticipating Limited Partner shall share in the income and expenses of such Subsequent Operations in proportion to his respective Sharing Ratio in the same manner as Participating Limited Partners.

(b) The aggregate amount of all Optional Additional Assessments borne by each Limited Partner who participates in all Subsequent Operations shall not, in any event, exceed 100% of such Limited Partner's Initial Capital. This shall not serve as a limitation however to the General Partner's right to borrow, retain, pledge, or use so much of the revenues and other assets of the Partnership as in the General Partner's opinion is necessary to satisfy a Limited Partner's share of anticipated present and future cash obligations of the Partnership, including amounts required to repay any amounts borrowed to finance the conduct of such operations. However, the General Partner shall not be obligated to exercise any of the foregoing rights.

(c) If any Participating Limited Partner should fail to pay any Optional Additional Assessment, or any portion thereof, within 10 days of billing by the General Partner, the General Partner, without

prejudice to other remedies provided by this Agreement or by law, is authorized to invoke the same remedy specified in subsection 9.2(b)(i) of this Agreement with respect to the full amount of such delinquent Optional Additional Assessment. The General Partner may also commence legal action against the defaulting Limited Partner, who will be personally liable to the extent of such default. In addition, the General Partner may exclude such defaulting Limited Partner from participating in any further Subsequent Operations, irrespective of the Drilling Block to which they relate, and pay all Optional Additional Assessments which would have been payable by such defaulting Limited Partner had he otherwise been eligible to participate therein. In such event all revenues or proceeds realized from such further Subsequent Operations which would otherwise be attributable to the defaulting Limited Partner, including all proceeds realized from the sale of any well, lease or equipment used in connection therewith, shall be credited to the General Partner until the General Partner shall have recovered therefrom, exclusive of taxes, royalties, overriding royalties, production payments or other interests or amounts payable out of or measured by production, 300% of the aggregate amount of such payments borne by the General Partner, after deducting all Operating Costs incurred to the date of such recovery. Thereafter each defaulting Limited Partner shall share in the income and expenses of Subsequent Operations in proportion to his respective Sharing Ratio, in the same manner as if no default had occurred with respect to such Limited Partner.

SECTION 9.4 — *Charges Against Delinquent Payments*

If all or any portion of any Mandatory Assessment, Optional Additional Assessment or Operating Costs are not paid by a Limited Partner prior to delinquency, the General Partner may charge against any such delinquency an amount equal to one percent (1%) per month until paid; provided, that if such rate should for any reason prove unlawful, the unpaid balance shall bear a past due charge at the highest rate permitted by applicable law. If legal action is required to collect any sums due under this Agreement from a party, such party shall pay all expenses of collection, including court costs and a reasonable attorney's fee.

10. **Independent Activities**

Any Limited Partner or the General Partner may, notwithstanding the existence of this Agreement, engage in whatever activities it may choose, whether the same be competitive with the Partnership or otherwise, without having or incurring any obligation to offer any interest in such activities to any party hereto. The Limited Partners and the General Partner are specifically authorized to deal with other partnerships contemplated by this Agreement, and to acquire interests in oil, gas and other mineral prospects or wells without having to offer participations therein to the other partners. Neither this Agreement nor any activity undertaken pursuant hereto shall prevent any Limited Partner or the General Partner or its affiliates or their officers, directors and employees from engaging in the exploration for and production of oil, gas and other minerals individually, jointly with others, or as a part of any other association to which any of them are or may become parties, in the locale and in fields or areas of operations in which the Partnership may likewise be active, or require any of them to permit the Partnership, the General Partner or the Limited Partners to participate in any of the foregoing, and as a material part of the consideration for each party's execution hereof, the Limited Partners and General Partner hereby waive, relinquish and renounce any such right or claim of participation.

Anything in this Section to the contrary notwithstanding, during the term of this Agreement no partner shall directly or indirectly on his own behalf secure an extension of any Lease belonging to the Partnership, or renew or contract to renew any such Lease before its expiration or within one year thereafter, without the consent of the General Partner and all the Limited Partners. Provided, that the foregoing shall not prevent the General Partner from releasing or acquiring a lease at any time after its expiration for the benefit of another oil program to be organized by the General Partner.

Nothing in this Section shall permit the General Partner to violate its fiduciary obligation to the Partnership nor permit activities in contravention of the activities described in the Registration Statement on Form S-1, Registration No. 2-57286, declared effective by the Securities and Exchange Commission on January 6, 1977.

11. Allocations of Charges and Expenses

SECTION 11.1 — All costs incurred or disbursements made by the Partnership or by the General Partner for the benefit of the Partnership in the furtherance of its business shall be classified and allocated in accordance with the provisions of this Agreement by the General Partner for the purpose of making charges to the appropriate capital accounts. In so doing, however, the General Partner may adopt any system of allocation of expenses which is in accordance with sound accounting practices. The classifications and allocations made by the General Partner reasonably and in good faith shall be conclusive upon each of the partners without regard to the subsequent conflicting determinations, if any, by the Internal Revenue Service or by any other person.

SECTION 11.2 — All logs, geophysical surveys, plats, engineering data, geological data, well reports and interpretative data acquired, developed, used or in the possession of the Partnership or the General Partner shall at all times remain the sole property of the General Partner. Prior to or after the dissolution of the Partnership, neither the Partnership nor the Limited Partners shall have any right, title or interest therein nor shall the same be valued for purposes of determining distribution of assets or determining distributive shares. The General Partner may use any of such data or information for its own benefit or the benefit of others, including other partnerships, and shall have no obligation to account to the Partnership therefor. However, if any such logs are sold during the existence of this Partnership, the proceeds of such sale shall be treated as proceeds of production for the related well. Limited Partners shall have access at reasonable times during normal business hours at the Partnership's principal place of business to all logs relating to Partnership Properties upon prior written notice to the General Partner.

SECTION 11.3 — No partner shall receive or accrue interest on any amounts credited to his capital account.

SECTION 11.4 — *Operating Provisions*

The provisions of this Section 11.4 shall apply to the General Partner or to any successor or substitute general partner upon the removal of Woods as general partner of the Partnership.

(a) **General Provisions**

(i) *Statements.* The General Partner shall periodically bill the Limited Partners for their Sharing Ratio portion of all costs chargeable to their capital accounts. Such bills will be accompanied by a statement of all charges and credits to the Partnership, summarized by appropriate classifications indicative of the nature thereof. Except as otherwise provided herein, payment of any statement rendered by the General Partner shall be made within ten days of the date thereof. All bills and statements rendered to Limited Partners by Woods during any calendar year shall conclusively be presumed to be true and correct after the expiration of the applicable statute of limitations or if an unaffiliated third party participates in an operation with the Partnership such other period as may be provided in an operating agreement with the unaffiliated third party covering the operations to which the statement relates, unless within such period a Limited Partner takes written exception thereto and makes claim on Woods for an adjustment.

(ii) *Audits.* A Limited Partner, upon notice in writing to the General Partner and all other Limited Partners, shall have the right at its own expense, at a time mutually agreed upon, to audit the General Partner's accounts and records relating to the accounting hereunder; provided, however, the making of an audit shall not extend the time for the taking of written exception to and the adjustment of accounts as provided in this Agreement. If two or more Limited Partners request such an audit, such Limited Partners shall make every reasonable effort to conduct joint or simultaneous audits in a manner which will result in a minimum of inconvenience to the General Partner.

(b) **Direct Charges**

Subject to limitations hereinafter prescribed, the General Partner shall charge the Partnership with the following items:

(i) *Rental and Royalties.* Delay or other rentals and royalties paid by the Partnership.

(ii) *Labor.*

(A) Salaries and wages of employees of the General Partner directly engaged on Partnership Property and salaries or wages of the General Partner's technical employees, consultants and independent contractors who are temporarily assigned to and directly employed on Partnership Property.

(B) A percentage assessment, consistent with current oil and gas industry practices, of the amount of salaries and wages charged to the Partnership under subsection (b) (ii) (A), to cover the General Partner's costs of sickness and disability benefits and the cost of the General Partner's plans for employees' group life insurance, hospitalization, pension, retirement, stock purchase, thrift, bonus and other benefit plans of a like nature, applicable to the General Partner's labor costs.

(C) Expenditures or contributions made pursuant to assessments imposed by governmental authority which are applicable to the General Partner's labor costs of salaries and wages chargeable hereunder.

(D) Reasonable personal expenses of those employees whose salaries and wages are chargeable hereunder and for which expenses the employees are reimbursed under the General Partner's usual practice.

(iii) *Material.* Material purchased or furnished by the General Partner for use on Partnership Property.

(iv) *Transportation.* Transportation of employees and material necessary for Partnership operations.

(v) *Services.*

(A) The cost of contract services and utilities procured from outside sources.

(B) The use and service of equipment facilities described in subsection (d)(5) below.

(vi) *Damages and Losses to Partnership Property.* All costs or expenses necessary for the repair or replacement of Partnership Property made necessary because of damages or losses incurred by fire, flood, storm, theft, accident or any other cause.

(vii) *Legal Expenses.* All legal expenses related to Partnership operations or Partnership Property and all costs and expenses of handling, investigating and settling litigation or claims arising by reason of Partnership operations or necessary to protect or recover Partnership Property, including, but not limited to, attorneys' fees, court costs, cost of investigation or procuring evidence and amounts paid in settlement or satisfaction of any such litigation or claims.

(viii) *Taxes.* All taxes of every kind and nature assessed or levied upon or in connection with Partnership Property and operation thereof or production therefrom.

(ix) *Insurance Premiums.* Premiums paid for insurance carried for the benefit of the Partnership, in such amounts and with such carriers as the General Partner shall determine.

(x) *Accounting Services, Office Rental and Equipment.* The cost of all accounting services performed for the Partnership or in connection with Partnership operations, including, without limitation, salaries and employee benefits for accounting personnel; an allocable part of office rental and costs (other than any costs required to be capitalized for Federal income tax purposes) of furnishing, maintaining, operating, renting or otherwise securing the use of office equipment, furniture, machines, computers and all other physical equipment and facilities, whether similar or dissimilar, including depreciation, taxes, and interest on investment; amounts paid to outside parties for accounting services, an allocable part of overhead and other indirect costs; and all

other costs and expenditures whether similar or dissimilar, related to the performance of accounting services.

(xi) *Other Expenditures.* Any other reasonable expenditures not covered or dealt with in the foregoing provisions of subsection (b) or in subsection (c), below which are incurred by the General Partner for the necessary and proper conduct of Partnership operations.

(c) Indirect Charges

(i) *Management Fee.* The General Partner shall at the first of each month charge the Partnership for the account of the General Partner, as a fee for managing the activities of the Partnership, an amount equal to 5% of all Non-capital Costs paid during the preceding month.

(ii) *Administrative Overhead Per-Well Charge.* The General Partner shall charge the Partnership the following fixed per-well charges for its supervision of the drilling and operation of wells on Partnership Leases, which charges shall be in addition to any per-well charges levied by any outside party designated as operator for any given well participated in as a part of Partnership operations.

Well Basis (Rate Per Well Per Month)

PROJECTED Well Depth	DRILLING WELL RATE Each Well	PRODUCING WELL RATE (Use Completion Depth)
0 – 2,500	$ 750	$100
2,500 – 5,000	1,000	125
5,000 – 8,000	1,250	150
8,000 – 10,000	1,500	175
10,000 – 12,500	1,750	200
12,500 – 16,000	2,000	225
Over 16,000	2,500	250

(iii) *District and Camp Expense.* The General Partner shall charge the Partnership a field supervision and camp charge of $100 per producing well, and $1,000 per drilling well, per month on wells in which the General Partner is the operator. This charge shall cover the salaries and expenses of operators, production superintendent, and other employees serving the Partnership Leases whose time is not allocated directly to the Leases. In addition, this charge covers the cost of maintaining and operating a production office, and necessary sub-offices (if any), and all necessary camps, including housing facilities for employees, if required, used in the conduct of operations on Partnership Leases.

(iv) *Application of Per-Well Charges.* The following limitations, instructions and charges shall apply in the application of the per-well rates as provided under subsections (c)(ii) and (c)(iii):

(A) The full charge set forth in 11.4(c)(ii) above shall be imposed for each well participated in by the Partnership, irrespective of the Partnership's net interest therein. District and camp expense, however, shall only be charged for those wells for which the General Partner is the operator, and such charges shall be computed on a pro rata ownership basis. A well shall be classified as a drilling well for each month commencing with the month during which it is spudded, and terminating with the first month after it is placed on production or plugged; and the charge shall be imposed therefor at the full drilling well rate for each month, without proration.

(B) The status of wells shall be as follows:

(1) Producing gas wells, injection wells for recovery operations, water supply wells utilized for water flooding operations and salt water disposal wells shall be considered the same as producing wells.

(2) Wells permanently shut-down but on which plugging operations are deferred shall be dropped from the well schedule at the time the shut-down is effected. When such a well is plugged a charge shall be made at the producing well rates.

(3) Wells being plugged back, drilled deeper, converted to a source or input well or which are undergoing any type of work-over that requires the use of a drilling or work-over rig shall be considered the same as drilling wells.

(4) Temporarily shut-down wells, which are not produced or worked upon for a period of a full calendar month, shall not be included in the well schedule; provided, however, that wells shut in by a governmental regulatory body shall be included in the well schedule only in the event the allowable production is transferred to some other well or well on the Partnership Property. In the event of a unit allowable, all wells capable of producing will be counted in determining the charge.

(5) Gas wells shall be included in the well schedule if directly connected to a permanent sales outlet though temporarily shut-in due to over production or failure of purchaser to take the allowed production.

(6) Wells completed in multiple horizons, in which the production is not commingled down hole, shall be considered as a producing well for each separately producing horizon.

(C) The well rates shall be applied to the total number of wells being drilled or operated, irrespective of individual Leases, with each producing formation to be considered a separate well.

(D) Well rates apply only to drilling and producing operations and are not intended to cover the construction or operation of additional facilities such as, but not limited to, gasoline plants, compressor plants, repressuring projects, and similar installations.

(E) The respective drilling and producing well rates set forth in subsection (c)(ii) above are applicable to all wells, except wells located within Canada and the State of Louisiana south of a line paralleling U.S. Highway 90 or offshore the Gulf Coast. As to wells so located in Canada and in the State of Louisiana, 150% of the above respective drilling and producing well rates shall apply to wells located on and accessible by dry land and 200% of the above respective drilling and producing well rates shall apply to all wells located offshore Canada and the Gulf Coast.

(F) The well rates shall be adjusted on the first day of April of each year following the date of this Agreement. The adjustment shall be computed by multiplying the rate currently in use by the percentage increase or decrease in the average weekly earnings of Crude Petroleum and Gas Production Workers for the last calendar year compared to the preceding calendar year as shown by "The Index of Average Weekly Earnings of Crude Petroleum and Gas Production Workers" as published by the United States Department of Labor, Bureau of Labor Statistics. The adjusted rates shall be the rates currently in use, plus or minus the computed adjustment.

(v) *Special Projects.* The General Partner, in addition to the charges otherwise provided in this subsection (c), shall charge the Partnership the cost of the construction, maintenance and operation of Special Projects. Should the General Partner elect to own and operate such Special Projects (which the General Partner is hereby authorized to do without accounting to the Partnership for the profits thereof), it will charge the Partnership such amounts as are normal or customary in the industry for comparable services rendered with respect to similar Special Projects.

(d) *Basis of Charges to Partnership*

Subject to the further provisions of this subsection (d), the General Partner will procure all material and services for the Partnership. At the General Partner's option, any Limited Partner may supply material or services for the Partnership.

(i) *Purchases.* Materials purchased and services procured shall be charged at the price paid by the General Partner after deduction of all discounts actually received.

(ii) *Material Furnished from the General Partner's Warehouse or Other Properties.*

(A) New Material (Condition "A") shall be priced at the current replacement cost of the same kind of material, effective at date of movement and f.o.b. the supply store or railway receiving point nearest the lease where material of the same kind is available. The Partnership shall not be credited with cash discounts applicable to prices provided for in this subsection (d)(ii).

(B) Used material (Conditions "B" and "C"):

(1) Material in sound and serviceable condition and suitable for reuse without reconditioning, shall be classified as Condition "B" and priced at seventy-five percent (75%) of the current price of new material.

(2) Material which cannot be classified as Condition "B" but which: (a) after reconditioning will be further serviceable for original function as good secondhand material (Condition "B"), or (b) is serviceable for original function but substantially not suitable for reconditioning, shall be classified as Condition "C" and priced at 50% of current new price.

(3) Obsolete material or material which cannot be classified as Condition "B" or Condition "C" shall be priced at a value commensurate with its use. Material no longer suitable for its original purpose but useable for some other purpose, shall be priced on a current knocked-down price of new material.

(4) Material involving erection costs shall be charged at applicable percentage of the current knocked-down price of new material.

(iii) *Premium Prices.* Whenever material is not readily obtainable at prices specified in subsections (d)(i) and (d)(ii) because of national emergencies, strike or other unusual causes over which the General Partner has no control, the General Partner may charge the Partnership for the required material as the General Partner's actual cost incurred in procuring such material, in making it suitable for use and in moving it to the Lease.

(iv) *Warranty of Material Furnished by the General Partner.* The General Partner does not warrant the material furnished. In case of defective material, credit shall not be passed to the Partnership until adjustment has been received by the General Partner from the manufacturers or their agents.

(v) *Equipment and Facilities Furnished by the General Partner.* The General Partner shall charge the Partnership for use of equipment and facilities at rates commensurate with cost of ownership and operation. Such rates shall include cost of maintenance, repairs, and other operating expense, insurance, taxes, depreciation and interest on investment not to exceed ten percent (10%) per annum, provided such rates shall not exceed those currently prevailing in the immediate area within which the Lease is located. Rates for automotive equipment shall generally be in line with the schedule of rates adopted by the Petroleum Motor Transport Association, or some other recognized organization, as recommended uniform charges against Partnership operations. Rates for laboratory services shall not exceed those currently prevailing if performed by outside service laboratories. Rates for trucks, tractors and well service units may include wages and expenses of the General Partner.

(e) Disposal of Material

The General Partner may, but shall be under no obligation to purchase or sell material from or for the Partnership.

(i) *Material Purchased by the General Partner or Limited Partners.* Material purchased by either the General Partner or the Limited Partners shall be credited by the General Partner to the Partnership for the month in which the material is removed by the purchaser.

(ii) *Division in Kind.* Division of material in kind, if made between the General Partner and the Limited Partners, shall be in proportion to the respective interests in such material. The parties will thereupon be charged individually with the value of the material received or receivable. Proper credit shall be made by the General Partner in the monthly statement of operations.

(iii) *Sales to Outsiders.* Sales to outsiders of material from the Leases shall be credited by the General Partner to the Partnership at the net amount collected by the General Partner from the vendee. Any claim by the vendee related to such sale shall be charged back to the Partnership if and when paid by the General Partner.

(f) **Basis of Pricing Material Transferred to Limited Partners from Partnership**

Material purchased by or transferred to the Limited Partners, unless otherwise agreed to between the General Partner and the Limited Partners, shall be priced on the following basis:

(i) *New Price Defined.* New Price as used in this subsection (f) shall be the price specified for new material in subsection (d).

(ii) *New Material.* New Material (Condition "A"), being New Material procured for the Partnership Property but never used, at 100% of current New Price (plus sales tax, if any).

(iii) *Good Used Material.* Good Used Material (Condition "B"), being Used Material in sound and serviceable condition, suitable for reuse without reconditioning:

(A) At 75% of current New Price if Material was charged to the Partnership as new, or

(B) At 65% of current New Price if Material was originally charged to the Partnership as secondhand at 75% of New Price.

(iv) *Other Used Material.* Used Material (Condition "C") at 50% of current new price, being Used Material which:

(A) Is not in sound and serviceable condition but suitable for reuse after reconditioning, or

(B) Is serviceable for original function but not suitable for reconditioning.

(v) *Bad-Order Material.* Material (Condition "D"), no longer suitable for its original purpose without excessive repair cost but usable for some other purpose, at a price comparable with that of items normally used for such other purpose.

(vi) *Junk Material.* Junk Material (Condition "E"), being obsolete and scrap Material, at prevailing prices.

(vii) *Temporary Used Materials.* When the use of Material is temporary and its service to the Lease does not justify the reduction in price as provided for in subsection (f)(3)(B), such Material shall be priced on a basis that will leave a net charge to the Partnership consistent with the value of the service rendered.

(g) **Inventories**

Inventory adjustments shall be made by the General Partner with the Partnership for overages and shortages shown by any inventory, but the General Partner shall be held accountable to the Limited Partners only for shortages due to lack of reasonable diligence on its part.

SECTION 11.5 — The capital accounts of the partners shall be charged with the following:

(a) Capital Costs shall be charged to the General Partner.

(b) Non-capital Costs shall be charged to the Limited Partners (including the General Partner to the extent of its ownership of Partnership Interests) in accordance with their respective Sharing Ratios.

SECTION 11.6 — Operating Costs and Special Project Charges shall be charged to the General Partner and the Limited Partners equally. Operating Costs may be billed to the Limited Partners as they accrue to the Partnership. Should a Limited Partner fail to pay Operating Costs when due, the General Partner, without prejudice to other remedies provided by this Agreement or by law, may invoke the same remedies specified in Sections 9.2(b)(i), 9.3 or 9.4 of this Agreement with respect to the full amount of such delinquent Operating Costs. Special Project Charges shall be deducted from revenues prior to distribution to the Limited Partners or paid from Partnership borrowings.

SECTION 11.7 — Upon the conveyance, release, termination or abandonment of any Lease by the Partnership, any equipment used in connection therewith may at the General Partner's option be sold to a third party, or distributed in kind to the General Partner. The proceeds of any sale of such equipment or Lease resulting from a conveyance, release, termination, or abandonment, including a sale by the Partnership to the General Partner, shall be credited to the General Partner to the extent of the General Partner's Unrecovered Unit Costs therein (as defined, and limited to the instances set forth below), and the balance of such proceeds, if any, shall be credited to the General Partner and the Limited Partners, in the ratio set forth in Section 12.1 hereof. Revenues received by the General Partner under Section 11.7 shall result in an equivalent reduction of its capital account.

(a) "Unrecovered Unit Costs" shall be equal to the General Partner's aggregate Capital Costs for each Drilling Block. The costs and proceeds from the sales, if any, of any temporarily used, substituted or surplus equipment, transferred on or off a Drilling Block before its release or abandonment shall not be included in determining Unrecovered Unit Costs.

(b) Unrecovered Unit Costs will not be recouped by the General Partner with respect to a sale of the Partnership's Leases, unless (i) the Partnership has not paid for the cost of drilling a well on the Leases being sold, or (ii) in connection with the sale, a third party agrees to drill a well thereon and an interest in some portion of the Leases is retained by the Partnership.

(c) If allocations of costs, proceeds, or other items are required in arriving at Unrecovered Unit Costs, an allocation made by the General Partner in good faith shall be conclusive upon each of the Partners.

12. Allocation of Revenues and Other Proceeds

SECTION 12.1 — Except as otherwise provided in this Agreement, all revenues shall be credited 50% to the General Partner and 50% to the Limited Partners.

SECTION 12.2 — The Limited Partners' share of the costs and revenues of the Partnership shall be allocated, borne and distributed among the Limited Partners in accordance with each Limited Partner's Sharing Ratio, except insofar as costs and revenues of Subsequent Operations otherwise allocable to Nonparticipating Limited Partners or to defaulting Participating Limited Partners may be charged or credited to the General Partner pursuant to Section 9.3 above.

SECTION 12.3 — At the end of each calendar quarter or at such earlier periods as the General Partner shall determine, the General Partner shall determine the amount of cash funds credited to each partner's account which are in excess of the amounts necessary, in the sole judgment of the General Partner, to meet such partner's share of accrued expenses and other obligations and expenses and other obligations projected for the ensuing six month period. In making such determination the General Partner may consider the amount of funds which may be secured through assessments. Subject to

applicable law, any remaining amount of such funds determined not to be needed in Partnership Operations shall be available for distribution, shall not be automatically reinvested and shall be distributed to each party quarterly or at such other time as the General Partner deems appropriate.

13. **Allocation of Deductions and Elections; Gains and Losses**

SECTION 13.1 — To the extent permitted by law, all deductions and credits, including, but not limited to, intangible drilling and development costs, depreciation and rental expenses, and investment credit, shall be allocated to the party who has been charged with the expenditure giving rise to such deductions and credits (except statutory depletion, which shall be allocated according to revenues); and to the extent permitted by law, such parties shall be entitled to such deductions and credits in computing taxable income or tax liabilities to the exclusion of any other party. However, cost depletion allocable to a basis adjusted to a transferee of a Limited Partner, pursuant to an allocation under Section 754 of the Internal Revenue Code of 1954, as amended, shall be allocated to such transferee Limited Partner and not to the General Partner.

SECTION 13.2 — In the event of a sale of Leases, gains shall be allocated between the General Partner and the Limited Partners in the following manner:

(a) 50% of the difference between the sale proceeds of the Lease and the adjusted basis of the Lease to the extent such property has been credited to the General Partner pursuant to Section 8.1 or Section 11.5 shall be allocated to the General Partner; and

(b) 50% of the difference between the sale proceeds of the Lease and the adjusted basis of the Lease to the extent such property has been credited to the Limited Partners pursuant to Section 11.5 shall be allocated to the Limited Partners.

SECTION 13.3 — The Partnership shall make an election to deduct intangible drilling and development costs on its federal income tax return in accordance with the option granted by the Internal Revenue Code of 1954, as amended. No election shall be made by the General Partner, Affiliated Parties, Limited Partners, or the Partnership to be excluded from the application of the provisions of Subchapter K of the Internal Revenue Code of 1954, as amended.

SECTION 13.4 — In the event of the transfer of a Partnership Interest, or in the event of the distribution of property to any party hereto, the Partnership shall file an election if requested in writing by any party hereto prior to the due date for filing the Partnership's federal income tax return, in accordance with the applicable Treasury Regulations, to cause the basis of the Partnership's assets to be adjusted for federal income tax purposes as provided by Sections 734 and 743 of the Internal Revenue Code of 1954, as amended.

14. **Repurchase of Interests**

SECTION 14.1 — A Limited Partner may, subject to the provisions of Section 17 and 27.19 of this Agreement, sell his Partnership Interest to the General Partner during the periods hereinafter specified in each of the years 1980, 1981 and 1982 (the "Repurchase Periods") for the Repurchase Price calculated as set forth below. The General Partner shall purchase Partnership Interests properly tendered pursuant to this Section 14 at a price equal to the Repurchase Price until the first to occur of (a) the date on which the aggregate Repurchase Price for Partnership Interests tendered is equal to Aggregate Initial Capital, or (b) until the conclusion of the final Repurchase Period, on April 15, 1982.

SECTION 14.2 — The Repurchase Price for Partnership Interests shall be calculated as follows:

(a) The appraisal value of the Partnership's interest in all proved developed oil or gas reserves shall be determined in accordance with commonly accepted practices used in evaluating oil and gas interests for purchase, sale or borrowing, as of the end of calendar years 1979, 1980, and 1981 by a firm of independent petroleum engineers (the "Engineers") retained by the General Partner

and acceptable to a majority in interest of the Limited Partners. Partnership Interests held by the General Partner or Affiliated Parties in excess of 10% in interest of total Partnership Interests shall not be considered for purposes of such determination. To determine the appraisal value, the Engineers shall estimate the Partnership's interest in the proved developed oil and gas reserves, and then shall determine the estimated future revenues (net of production taxes, royalties, overriding royalties and Operating Costs) from such reserves to be produced. The estimated future net revenues shall be discounted at a rate per annum equal to the average during the twelve months immediately preceding the date of evaluation of the annual rate of interest charged on short-term loans made by Continental Illinois National Bank and Trust Company of Chicago to commercial borrowers with the highest credit rating (or such equivalent rate of interest charged by such Bank on loans maturing within 90 days), plus 1%, in order to establish the present worth of such reserves. A further adjustment shall then be made for risks and other economic factors normally considered by a purchaser of oil and gas interests by reducing the present worth (as calculated) by one-third.

(b) The General Partner shall then allocate and add all Partnership cash on hand, the amount of prepaid expenses and the amount of accounts receivable (less a reasonable reserve for doubtful accounts), as shown on the Partnership books and the Limited Partners' interest in all Partnership assets (at fair market value as determined by independent appraisal) for which they have been charged the purchase price (including Special Projects owned by the Partnership), to the appraisal value of Drilling Blocks containing proven oil or gas reserves and leases related thereto determined in subsection (a) above.

(c) Next, the General Partner shall allocate and deduct from the sum of the appraisal value determined in accordance with subsection (a) above and the amount added thereto pursuant to subsection (b) above, an amount equal to all debts and obligations of every kind and nature including accrued expenses and other liabilities of the Partnership, as shown on the Partnership books. The remainder shall be allocated 50% to the General Partner and 50% to the Limited Partners.

(d) The Repurchase Price for the Partnership Interest of each Participating Limited Partner shall then be determined by the General Partner by multiplying the amount allocated to all Limited Partners pursuant to subsection (c) above by each Participating Limited Partner's respective Sharing Ratio.

(e) The Repurchase Price for each Nonparticipating Limited Partner or for each Participating Limited Partner who shall have defaulted in the payment of a portion of Optional Additional Assessments, shall be determined as in subsection (d) above; however, there shall be deducted therefrom an amount sufficient to reimburse the General Partner for all unrecovered sums to which it is entitled pursuant to Sections 9.3(a), 9.3(c), or otherwise under this Agreement.

SECTION 14.3 — The General Partner will cause the Repurchase Price for the Partnership Interests to be determined as of December 31, in each of 1979, 1980 and 1981. Not later than April 15 of each of the years 1980, 1981 and 1982, the General Partner will mail a notice to each Limited Partner specifying the Repurchase Price of his Partnership Interest as of the preceding December 31, which notice will be accompanied by an offer by the General Partner to purchase such Partnership Interest at 100% of said Repurchase Price, less any cash distributions to such Limited Partners since the preceding December 31 and any sum owed the General Partner by such Limited Partner or which may be required to free the interest transferred from all liens and encumbrances. The General Partner's obligations to purchase Partnership Interests pursuant to this Section 14 shall terminate as provided in Section 14.1 above. Pursuant to this Section 14, a Limited Partner may sell his Partnership Interest by giving the General Partner written notice of his intention to sell by May 15 of the calendar year in which the offer to purchase is mailed. Such notice shall be in the form supplied by the General Partner. The General Partner shall not be required to purchase Partnership Interests tendered to it pursuant to this Section 14 at any time other than the periods from the date on which notice of the

Repurchase Price is mailed (which shall not be later than April 15) until May 15 of each of the years 1980, 1981 and 1982.

SECTION 14.4 — The Repurchase Price shall be paid in cash within sixty (60) days after the Limited Partner executes and delivers an assignment, satisfactory in form and substance to the General Partner, transferring such Partnership Interest free and clear of all claims, liens and encumbrances. The General Partner shall become a substituted Limited Partner as to all Partnership Interests so purchased.

SECTION 14.5 — If the aggregate price of Partnership Interests tendered for sale during any year pursuant to this Section 14, when added to the aggregate price of Partnership Interests previously purchased by the General Partner, exceeds Aggregate Initial Capital, the Partnership Interests to be purchased by the General Partner will be selected by lot by Liberty National Bank and Trust Company of Oklahoma City, Oklahoma, or another major bank in Oklahoma City from the Partnership Interests tendered for sale. At such time as the Repurchase Price for Partnership Interests equals Aggregate Initial Capital, no further Partnership Interests need be repurchased by the General Partner.

15. Dissolution

SECTION 15.1 — The Partnership shall dissolve following the occurrence of a Final Terminating Event; upon the adjudication of bankruptcy or insolvency, or the institution of proceedings for liquidation by arrangement or composition with its creditors, of the General Partner; upon the dissolution of the General Partner except as a part of a corporate merger, consolidation or reorganization; or upon the occurrence of any other event which under the Oklahoma Uniform Limited Partnership Act causes the dissolution of a limited partnership. However, irrespective of the occurrence of a dissolution, whether caused by a Final Terminating Event or otherwise, the Partnership (or any successor limited partnership) shall nonetheless not wind-up business until midnight of the last day of the calendar year during which the latest of the following occurs: (1) completion of any wells commenced on behalf of, or participated in, by the Partnership prior to notice to the General Partner of the occurrence of such event; (2) completion of all operations commenced as a part of the Initial Operations of the Partnership; or (3) 30 days after notice to the General Partner of the occurrence of such event, or such longer period as may be required to permit the winding up, settlement and adjustment of affairs of the Partnership.

16. Winding Up and Liquidation of the Partnership

Upon the occurrence of a Final Terminating Event, the affairs of the Partnership shall be wound up and a final accounting made. Thereafter, there shall be distributed to each of the parties to the Partnership their Distribution Interest in the remaining assets of the Partnership.

In distributing a party's Distribution Interest, legal title to all assets may continue to be held in the name of the Partnership or the General Partner or any nominee designated by the General Partner.

Limited Partners shall look solely to the assets of the Partnership for the return of their capital contributions, and if the assets of the Partnership remaining after the payment or discharge of the debts and liabilities of the Partnership is insufficient to return the capital contribution of the Limited Partners, they shall have no recourse against the General Partner. The General Partner may, if it so desires, purchase any assets of the Partnership upon liquidation, provided public notice of the proposed sale has been given at least ten (10) days in advance so that others may participate in such sale. Assets of the Partnership not sold may be distributed by the General Partner in kind on any reasonable basis selected by it. The winding up of the Partnership affairs and the liquidation and distribution of its assets shall be conducted exclusively by the General Partner, who is hereby authorized to do any and all acts and things authorized by law for these purposes.

If any assets of the Partnership are sold to the General Partner or distributed in kind other than a pro rata distribution to the partners, an independent appraisal shall be obtained prior to the sale or distribution and the appraised value of the asset shall be the lowest price at which the General Partner may purchase such property; non-pro rata distributions to the General Partner in kind will result in an appropriate adjustment to its capital account. Such appraisal shall be made in accordance with accepted oil and gas engineering and valuation practices, including appropriate discount for risk and the use of money.

17. **Limitation on Assignability of Interests of the Limited Partners**

SECTION 17.1 — A Limited Partner may assign his Partnership Interest if all of the following conditions shall be met:

(a) Unless the General Partner consents thereto, the Partnership Interest assigned or retained may not be less than $10,000 in Initial Capital, the transferee meets any applicable state suitability requirements and the assignee makes the agreements, representations and warranties set forth in Section 26 of this Agreement;

(b) The assignee consents in writing in form satisfactory to the General Partner to be bound by the terms of this Agreement in the place and stead of the assigning Limited Partner;

(c) The assignment does not result in an increase in the General Partner's burdens and does not jeopardize the status of the Partnership as a partnership for federal income tax purposes, or cause a termination of the Partnership within the meaning of the applicable provisions of the Internal Revenue Code of 1954, as amended, or would violate, or cause the Partnership to violate, any applicable law or governmental rule or regulation;

(d) The assignor pays to the General Partner a reasonable transfer fee not in excess of $50 and any out of pocket costs incurred in effecting the transfer;

(e) If two or more persons are assignees, each of such persons if the General Partner so requests, shall jointly designate one agent to whom such distributions are to be made for their account; and

(f) All of the Limited Partners shall execute all such certificates and other documents and perform all such acts which the General Partner deems appropriate to preserve the limited liability status of the Partnership after the completion of such assignment under the laws of the jurisdictions in which the Partnership is doing business. Each Limited Partner agrees upon request of the General Partner to execute such certificates or other documents and to perform such acts.

SECTION 17.2 — An assignment of a Partnership Interest shall not result in a substitution of the assignee as a Limited Partner, unless the General Partner expressly consents thereto. Each Limited Partner agrees that any assignee may become a substituted Limited Partner upon the consent of the General Partner to such substitution. No substitution of a Limited Partner shall be effective until the assigning Limited Partner complies with all conditions of Section 17.1 above and the assignor, the assignee, the General Partner and all necessary Limited Partners execute all necessary certificates and other documents and perform all acts in accordance with the laws of the states of the United States and Canada to the full extent necessary to constitute such assignee a Limited Partner and to preserve the status of the Partnership as a limited partnership after the completion of such substitution in accordance with such laws. When the substitution of a Limited Partner becomes effective, but not before, the assigning Limited Partner shall be relieved of all of his obligations hereunder to the extent permitted by law with respect to his assigned interest. The substitution of a Limited Partner, if in compliance with all conditions in this Section 17, shall be effective as of the January 1st next succeeding the date upon which all such conditions have been.

18. **Additional Limited Partners**

The General Partner may permit any number of persons to become Limited Partners. The Aggregate Initial Capital of all Limited Partners shall not exceed $15,000,000.

19. **Banking**

All funds of the Partnership shall be deposited in a separate bank account or accounts as shall be determined by the General Partner. All withdrawals therefrom shall be made upon checks signed by persons authorized to do so by the General Partner.

20. **Books of Account and Records**

The Partnership's books and records shall be maintained at an office of the Partnership and each partner shall have access thereto at all reasonable times. The books and records shall be kept in accordance with sound accounting practices and principles applied in a consistent manner by the Partnership and shall reflect all Partnership transactions and be appropriate and adequate for the Partnership's business. Annual statements reflecting each Limited Partner's distributive share of income and loss and providing such other information pertaining to the operations of the Partnership as may be reasonably necessary to enable such Limited Partner to prepare his federal income tax returns shall be transmitted to each of the Limited Partners. The General Partner shall attempt to furnish such tax information by March 15 of each year. Annual financial statements will be reported upon by the Partnership's independent certified public accountants and will be prepared on an accrual basis. Each Limited Partner will be furnished annually, not later than 90 days following the end of the Partnership's fiscal year (a) the Partnership's financial statements (consisting of the statements which accompany the Partnership's federal income tax return); (b) an appropriate reconciliation between such financial statements and tax records of the Partnership, if any; (c) a statement of any transactions between the General Partner (and its affiliates) and the Partnership during the preceding year showing the amount of any fees, commissions, compensation or other benefits paid or accrued to the General Partner or its affiliates during such year; and (d) an annual report of operations. So long as drilling operations are in progress, the General Partner will distribute quarterly, not later than 60 days following the end of such quarter, to each Limited Partner a report summarizing the drilling operations of the Partnership for the preceding quarter. The Partnership shall maintain its tax accounts on the basis, cash or accrual, selected by the General Partner, and shall adopt a calendar year basis for federal income tax purposes.

21. **Power of Attorney**

SECTION 21.1 — Each Limited Partner (including those parties admitted to the Partnership pursuant to the provisions of Section 17) by executing this Agreement or a counterpart hereof does hereby irrevocably make, constitute and appoint Woods, as the General Partner, with full power of substitution, and resubstitution, as his true and lawful attorney and agent, with full power and authority in his name, place and stead for the following purposes:

(a) to sign, execute, swear to, acknowledge, deliver, file and record in public offices: (i) all certificates and other instruments (including counterparts of this Agreement) which the General Partner deems appropriate to qualify or continue (including, without limitation, amendments to the Certificate of Limited Partnership) the Partnership as a limited partnership in the jurisdictions in which the Partnership may conduct business; (ii) all instruments which the General Partner deems appropriate to reflect the dissolution and termination of the Partnership; and

(b) to execute, acknowledge, swear to, and file, as appropriate, any and all: (i) offers to lease, leases (including amendments, modification, supplements, renewals, and exchanges thereof) of or with respect to any lands of the United States (including without limitation, lands within the public domain, Acquired Lands and Indian Lands) under any act which provides for the leasing thereof (including, without limitation, the Mineral Leasing Act of 1920, as amended, 30

USC § 301 *et seq.*, the Right-of-Way Leasing Act of 1930, 30 USC § 301 *et seq.*, the Acquired Land Leasing Act of 1947, 30 USC § 351 *et seq.*, the Submerged Lands Act of 1953, 43 USC § 1301 *et seq.*, and the Outer Continental Shelf Act of 1953, 43 USC § 1331 *et seq.*, or any lands of any state); (ii) statements of interest and holdings on behalf of such Limited Partner; (iii) other statements, notices, or communications required or permitted to be filed, or which may hereafter be required or permitted to be filed, under the Acts and Regulations referred to in 43 C.F.R. Subpart 3102 or any other state or United States act relating to the leasing of state or United States land for oil or gas exploration or production; and (iv) requests for approval of assignments or transfers of United States or state oil and gas leases and any unitization, pooling or communitization agreements; and

(c) to execute, acknowledge, swear to and file, as appropriate, any and all other instruments which the General Partner may execute pursuant to this Agreement.

SECTION 21.2 — The Power of Attorney granted herein shall be deemed coupled with an interest and shall be irrevocable and shall survive the death or incapacity of a Limited Partner, or, if such Limited Partner is a corporation, partnership, trust, or association, the dissolution or termination thereof. The Limited Partners agree to be bound by any representations made by the General Partner acting pursuant to this Power of Attorney and hereby waive any and all defenses which may be available to a Limited Partner to contest, negate or disaffirm the actions of the General Partner, or its substitute, under this Power of Attorney. The powers herein granted are granted for the Limited Partners' sole and exclusive benefit and are not in behalf of any other person, in whole or in part.

SECTION 21.3 — Upon request, each Limited Partner agrees to execute and deliver to the Partnership, within 30 days after receipt of a written request from the General Partner therefor: (1) a separate form of power of attorney granting the same powers described in subsection (a) above; (2) such other and further statements of interest and holdings, designations, powers of attorney and other instruments as the General Partner deems necessary and desirable.

22. Notices

Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes, if delivered personally to the party or to an officer of the party to whom the same is directed or if sent by registered or certified mail, postage and charges prepaid (or in the case of notices of Optional Additional Assessments required to be given by the General Partner pursuant to the provisions of Section 9.3, by regular mail, telegram, mailgram or other means selected by the General Partner reasonably designed to effect the giving of notice), addressed as follows:

If to the General Partner:

Woods Petroleum Corporation, Suite 500, National Foundation West Building, 3555 N.W. 58th Street, Oklahoma City, Oklahoma 73112.

If to any Limited Partner, at such Limited Partner's permanent mailing address shown below his signature on the Limited Partner Signature Page or at such other permanent mailing address as such Limited Partner shall specify in a written notice to the General Partner. One copy of any notice given to Limited Partners, whether by the General Partner or any other party, shall likewise be sent to the following, as agent for the Limited Partners:

Continental Illinois National Bank and Trust Company of Chicago, Agent, 231 South LaSalle Street, Chicago, Illinois 60690, Attention: Special Services Division, Window 46.

Any such notice to the Limited Partners shall be deemed to be given on the date on which the same is delivered, if delivered personally, or on the date the same is deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid or delivered to the

telegraph company or other person giving the notice. Any such notice to the General Partner shall be deemed to be given on the date on which the same is received by the General Partner.

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

23. **Joint Ventures and Partnerships**

The General Partner is authorized to associate the Partnership with others in any partnerships, joint ventures and other associations which have as one of their purposes the exploration for or production of oil or gas. Without limiting the foregoing, the Partnership may joint venture with or become a partner of any other exploration or development program, including a Woods program. In any such association, the General Partner may have an interest in addition to its interests in the Partnership, and the Limited Partners hereby approve of any such association.

24. Loans

SECTION 24.1 — If the General Partner determines that Mandatory Assessments are not sufficient to complete Initial Operations or their Related Activities, or if the General Partner determines that Optional Additional Assessments are not sufficient to complete Subsequent Operations or their Related Activities, the General Partner may, but shall not be required to, loan money to the Partnership or borrow money from banks or other lending institutions on behalf of the Partnership at such rates of interest as the General Partner shall deem appropriate. Interest at a reasonable rate may be charged by the General Partner on amounts so loaned; provided, however, that such interest rate shall in no event exceed the lesser of (a) one percentage point above the prime commercial rate of Continental Illinois National Bank and Trust Company of Chicago on the date on which such loan is made; or (b) the maximum contract rate permitted by law. Any interest shall be charged to the party or parties for whose benefit such funds were borrowed. If funds can be obtained from a third party, on terms equally or more favorable than those to be provided by the General Partner, the loan shall be obtained from the third party and not the General Partner.

SECTION 24.2 — The Partnership shall execute any agreements or documents (including mortgages, deeds of trust, security agreements and assignments of production) deemed appropriate by the General Partner to facilitate the loan of money by a bank or other lending institution to the Partnership.

25. **Removal and Replacement of the General Partner**

If Limited Partners whose combined Sharing Ratios equal at least 10% shall in writing specifically propose removal of the General Partner, such proposal will thereafter be promptly submitted to all of the Limited Partners. The General Partner may be removed by an affirmative vote of Limited Partners whose combined Sharing Ratios equal at least 51%, and the business of the Partnership may be continued with one or more substituted general partners selected by a similar vote of the Limited Partners. The removal of Woods as General Partner pursuant to this Section 25 shall not include the removal of Affiliated Parties who are general partners solely by virtue of their affiliation with the General Partner. Prior to the effective date of its removal, the General Partner shall cause an accounting of the affairs of the Partnership during the period since the end of the last fiscal year to the effective date of removal. Upon the effective date of its removal hereunder, the General Partner may, at its option, receive the same amount to which it would be entitled pursuant to the provisions

of Section 16, or elect to retain its interest in the Partnership as a limited partner and not a general partner. In such event, as a limited partner, the General Partner shall continue to share in revenues and costs in the same manner as if it remained general partner, but shall not continue to receive the management fee or per-well charges specified in Section 11.4. The General Partner shall not possess the voting rights of a Limited Partner with respect to the Units it receives. If the General Partner receives cash or a note as all or a portion of its Distribution Interest, the amount thereof shall be equal to one-half of the appraised value of the Partnership asset in which the General Partner otherwise would receive an undivided interest. The appraised value shall be calculated by an independent oil and gas appraiser in accordance with accepted valuation practices. If the General Partner elects to take its Distribution Interest in the form of a note, such note shall be for a term of not less than four years bearing interest at the then prime rate plus two (2) percentage points and secured by all Partnership assets. In such event, valuation of the General Partner's interest shall be made by independent petroleum engineers as provided in Section 14.2. The substituted general partner selected by the Limited Partners will thereafter assume all management and control over the Partnership and shall receive the management fee and per-well charges specified in Section 11.4, but shall not receive any revenues from Partnership operations.

Any compensation to the substituted general partner as operator of the properties of the Partnership shall be shared among the Limited Partners (including Woods if it has elected to take its interest upon removal as a limited partner) in proportion to their respective Sharing Ratios. In the event that Woods receives its Distribution Interest in kind in properties of the Partnership, then Woods shall enter into an operating agreement as agreed upon between the substituted general partner and a majority in interest of the Limited Partners which will provide that the costs and revenues attributable to the properties, including any compensation to the operator of the properties, shall be shared, as between Woods and the other Limited Partners, in proportion to each respective interest in the properties, unless Woods and the Partnership shall mutually agree upon an alternative method of cost and revenue sharing. The General Partner shall also provide the substituted general partner with copies of all logs on producing Partnership Properties upon request by the substituted general partner.

As a condition precedent to the removal of the General Partner, the substituted general partner shall execute and deliver to the General Partner an agreement in form and substance satisfactory to the General Partner, by which such substituted general partner assumes and agrees to be bound by this Agreement, all Leases and other agreements by which any Partnership Properties are bound and indemnify the General Partner for any loss or liability by reason of the failure of such substituted general partner to perform or observe any such agreements. Removal of the General Partner as general partner shall be effective at 7:00 A.M. Oklahoma Time on the first day of the next calendar quarter following the occurrence of all conditions precedent to the removal of the General Partner, which conditions include the amendment of the Certificate of Limited Partnership of the Partnership and all other filings deemed appropriate by counsel to the General Partner to effect such removal.

26. **Representations of the Limited Partners**

SECTION 26.1 — Each Limited Partner who does not file a separate statement under the provisions of Section 26.2 below represents upon becoming a Limited Partner: (a) if an individual, he is 21 years of age or older and a native born or naturalized citizen of the United States, or if an association, all of its members are such citizens of such age, or if a corporation, it is authorized and otherwise duly qualified to hold federal oil and gas leases and interests therein; (b) his interests, direct or indirect, in federal oil and gas leases, applications, and offers therefor and options, including those acquired under this Agreement, do not exceed 246,080 acres in any one state other than Alaska of which no more than 200,000 acres are under option nor do they exceed 300,000 acres in each of the northern and southern leasing districts of Alaska, of which no more than 200,000 acres are held under option in each of said leasing districts; and (c) he is the sole party in interest in his Partnership Interest under this Agreement and as such is vested with all legal and equitable rights in such Partnership Interest.

SECTION 26.2 — Each Limited Partner covenants that the representations contained in Sections 26.1(a) and (b) above shall remain true and accurate during the term of this Agreement and that he

will neither take action nor permit action to be taken which would cause either of such representations to be no longer true. In the event that the representation contained in Section 26.1(c) above shall become untrue at any time with respect to a Limited Partner, such Limited Partner shall immediately file with the General Partner: (a) a statement signed by the Limited Partner and the other interested parties setting forth the nature and the extent of the interest of each, the nature of the agreement between them, if oral, and accompanied by a copy of the agreement if written; and (b) such other information, statements, and grants of power of attorney as may be requested by the General Partner. In the event that the representation contained in Section 26.1(b) above shall become untrue at any time with respect to a Limited Partner, such Limited Partner: (i) shall immediately cease participating in the Partnership's income and expense and profit and loss attributable to all federal leases; and (ii) shall immediately file with the General Partner a written statement setting forth by states the number of acres subject to federal oil and gas options in which he has a direct or indirect interest, and the number of his chargeable acres in federal oil and gas options, offers to lease and leases. Unless such Limited Partner disposes of a sufficient amount of such interests to again comply with the representation contained in Section 26.1(b) above within 30 days thereafter, he shall be expelled automatically from the Partnership effective the date of the initial breach of the representation contained in Section 26.1(b) above and shall be entitled to receive only his Distribution Interest as provided in Section 16 of this Agreement as of such date; provided, however, that if such expulsion should occur during the period repurchases of Partnership Interests are being made by the General Partner pursuant to Section 14 of this Agreement, he shall receive the Repurchase Price as determined in accordance with Section 14.

27. **Miscellaneous**

SECTION 27.1 — The exercise of the rights and powers, or the failure thereof, by a Limited Partner pursuant to the provisions of this Agreement, or the giving of any other consents, or approvals, or the participation in any other matter otherwise provided for in this Agreement, shall be deemed to be matters affecting the basic structure of the Partnership and not the control of the business of the Partnership.

SECTION 27.2 — The failure of the General Partner or the Limited Partners to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation. The General Partner may from time to time waive the time limits within which payments or notices from one or more Limited Partners are due, provided no such waiver materially diminishes the rights of other Limited Partners. No such waiver shall be deemed to be a waiver or extension of the time within which other payments, notices or other communications from Limited Partners are due.

SECTION 27.3 — The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

SECTION 27.4 — Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

SECTION 27.5 — This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly adopted in writing by Limited Partners whose combined Sharing Ratios equal at least 51% within 90 days of notice by the General Partner. Any amendment, modification or alteration so adopted shall be effective and binding upon all parties hereto.

SECTION 27.6 — This Agreement embodies the full and complete agreement of the parties. It may be executed in counterpart and shall be binding upon all parties executing these or similar Agreements from and after the date of execution by each party.

On or about 15 days after the organization of the Partnership, the General Partner shall notify each Limited Partner of the amount of Aggregate Initial Capital and his respective Sharing Ratio.

SECTION 27.7 — If the General Partner or Limited Partners whose combined Sharing Ratios equal at least 10% shall in writing specifically propose an amendment to the Agreement, the General Partner shall adopt within 30 days and implement a plan whereby the Limited Partners may vote upon the proposed amendment. The proposed amendment shall subsequently become effective if affirmatively approved by Limited Partners whose combined Sharing Ratios equal at least 51% within 90 days of notice of the proposed amendment.

The General Partner, or Limited Partners whose Sharing Ratios equal or exceed 10%, may call for meetings of all Limited Partners for the purpose of voting upon any Partnership matter which the Limited Partners have the authority to vote upon. If Limited Partners whose combined Sharing Ratios equal or exceed 10%, notify the General Partner in writing of their request to call a meeting of all Limited Partners, specifying the matter or matters to be voted on, the General Partner shall within 15 days notify all Limited Partners of the date and place of the meeting which shall be held on a date not less than 30 nor more than 60 days after the date of mailing of such notice at a reasonable time and place. In such notice of meeting, the General Partner may solicit proxies from Limited Partners appointing the designee of the General Partner as proxy and attorney-in-fact to vote in a specified manner on any matters which will be voted on at the meeting.

Notwithstanding the foregoing, each Limited Partner hereby designates and appoints the General Partner, his agent and attorney-in-fact to amend, and to execute any amendment to this Agreement without further consent or authorization of the Limited Partners, (i) which the General Partner is informed by the Internal Revenue Service is necessary or appropriate to obtain a favorable Federal tax ruling that the Partnership will be treated as partnership for Federal income tax purposes, including, without limitation, an amendment to modify or eliminate Section 14 hereof or (ii) to effect any sale or exchange of assets of the Partnership or Units which has been approved pursuant to this Agreement. Unless approved by the party adversely affected thereby, no amendment, modification or alteration of any term of this Agreement shall be permitted if, in the opinion of counsel to the Partnership which shall be counsel not disapproved by Limited Partners whose combined Sharing Ratios equal 51% or more, the effect of the same would be to (a) increase the duties or liabilities of the General Partner or of any Limited Partner, (b) increase or decrease the interest of any party hereto in the assets, profits or losses of the Partnership or (c) in any way adversely effect the income tax status of the Partnership.

SECTION 27.8 — The doing of any act or the failure to do any act by the General Partner, the effect of which may cause or result in loss or damage to the Partnership, if done pursuant to advice of legal counsel employed by the General Partner on behalf of the Partnership, or if done in good faith to promote the best interests of the Partnership, shall not subject the General Partner to any liability; provided, however, that the foregoing shall not relieve the General Partner from any liability which it may incur for losses caused by its gross negligence or willful or wanton misconduct or failure to adhere to its fiduciary obligations to the Partnership as general partner.

SECTION 27.9 — This Agreement, and the application or interpretation thereof, shall be governed exclusively by its terms and by the local law of the State of Oklahoma.

SECTION 27.10 — The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by a party hereto 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.

SECTION 27.11 — 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 Partnership Property.

SECTION 27.12 — Time is of the essence of this Agreement.

SECTION 27.13 — Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

SECTION 27.14 — Any lender may rely upon the written statement of the General Partner as to the intended use of the proceeds of any borrowings of the General Partner and such statement shall be conclusively binding upon all parties hereto irrespective of the actual disposition or use of such proceeds.

SECTION 27.15 — The aggregate deductions to be claimed by the General Partner and the Limited Partners, as their distributive shares of the Partnership's losses for the first two years of the operation thereof shall not exceed the amount of equity capital invested therein.

SECTION 27.16 — A creditor who makes a non-recourse loan to the Partnership shall not have or acquire, at any time as a result of making such loan, any direct or indirect interest in the profits, capital or property of the Partnership other than as a secured creditor.

SECTION 27.17 — Anything to the contrary inferable in this Agreement notwithstanding, the interests of all the General Partners, taken together, in each material item of Partnership income, gain, loss, deduction or credit shall be equal to at least 5% of each such item at all times during the existence of the Partnership, and furthermore, the capital contributions by the General Partner to this Partnership will be made solely in its capacity as general partner and not as a Limited Partner.

SECTION 27.18 — The General Partner may withdraw, retire or resign from the Partnership upon 90 days written notice to the Limited Partners. No Limited Partner may withdraw from the Partnership prior to the expiration of its stated term nor shall he have the right to the return of his capital prior to such time.

SECTION 27.19 — If on the date of this Agreement or at any time thereafter any provision hereof would make the Partnership, Woods, or any affiliate or any of them, in any respect subject to the Investment Company Act of 1940, as amended, or of any other applicable law which may hereafter be adopted to govern and regulate oil and gas drilling programs or the repurchase of limited partnership interests in such programs, then at the option of the General Partner such provision shall not constitute a part of this Agreement and this Agreement shall be deemed never to have included such provision; provided, however, that if by virtue of this Section the obligation of the General Partner to purchase any Partnership Interests of Limited Partners becomes null and void, Woods shall continue to cause the Repurchase Price of Partnership Interests to be determined and sent to each Limited Partner as provided in Section 14, and in their corporate capacity and not as general partner, shall have an option, but shall not be obligated, to purchase any Partnership Interests offered it by the Limited Partners.

SECTION 27.20 — Limited Partners whose combined Sharing Ratios equal at least 51% shall have the power, upon sixty days written notice, to terminate, without penalty, any contract for oil well services or drilling contracts between the Partnership and the General Partner.

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

WOODS (General Partner):

WOODS PETROLEUM CORPORATION

By _____
President

(SEAL)

Initial Capital: $_____

ATTEST:

_____
Secretary

Affiliated Parties
(Additional General Partners)

Address:

_____ _____

_____ _____

_____ _____

Initial Capital: $_____

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

WOODS (General Partner):

(SEAL)

ATTEST:

Secretary

WOODS PETROLEUM CORPORATION

By _____
President

Initial Capital: $ 915,000.00

Affiliated Parties
(Additional General Partners)

Sara L. Voss

Sara L. Voss, Trustee of the
W. B. Voss Revocable Trust 1971

Address:

P.O. Box 94910

Oklahoma City, Oklahoma 73109

Initial Capital: $ 200,000.00

...l year

WOODS PETROLEUM CORPOR...

By _____
President

(SEAL)

ATTEST:

_____
Secretary

Initial Capital: $915,000.00

Affiliated Parties
(Additional General Partners)

Address:

Alroy Petroleum Company

3555 NW. 58th Street - Suite 500

By: _____
Alta M. Woods, Trustee of the Alta M. Woods
Revocable Trust 1971, a Partner

Oklahoma City, Oklahoma 73112

Initial Capital: $150,000.00

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

The undersigned Notary Public in and for said State and County, does hereby certify that on the 8th day of March, 1977, personally appeared before me, A. D. FRESHOUR, known to me to be the President of Woods Petroleum Corporation, who being by me first duly sworn, declared and acknowledged on oath that he signed on behalf of Woods Petroleum Corporation as General Partner, the foregoing Articles of Limited Partnership of the Woods 1977 Drilling Program, pursuant to the provisions of the laws of the State of Oklahoma, that he was fully authorized to do so, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have placed my hand and affixed my notarial seal this 8th day of March, 1977.

Betty Allen
Notary Public

My Commission Expires:

7-11-79

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

The undersigned Notary Public in and for said State and County, does hereby certify that on the 22nd day of February, 1977, personally appeared before me, SARA L. VOSS, Trustee of the W. B. Voss Revocable Trust 1971, who being by me first duly sworn, declared and acknowledged on oath that she is the Trustee of the W. B. Voss Revocable Trust 1971, that she signed on behalf of the W. B. Voss Revocable Trust 1971 as General Partner, the foregoing Articles of Limited Partnership of the Woods 1977 Drilling Program, pursuant to the provisions of the laws of the State of Oklahoma, that she was fully authorized to do so, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have placed my hand and affixed my notarial seal this 23rd day of March, 1977.

Betty Sloan
Notary Public

My Commission Expires:

7-11-79

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

The undersigned Notary Public in and for said State and County, does hereby certify that on the 22nd day of February, 1977, personally appeared before me, ALTA M. WOODS, Trustee of the Alta M. Woods Revocable Trust 1971, a partner in Alroy Petroleum Company, who being by me first duly sworn, declared and acknowledged on oath that Alroy Petroleum Company is an Oklahoma general partnership and that she is Trustee of the Alta M. Woods Revocable Trust 1971, a partner in Alroy Petroleum Company, that she signed on behalf of Alroy Petroleum Company as General Partner, the foregoing Articles of Limited Partnership of the Woods 1977 Drilling Program, pursuant to the provisions of the laws of the State of Oklahoma, that she was fully authorized to do so, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have placed my hand and affixed my notarial seal this 23rd day of March, 1977.

Betty Sloan
Notary Public

My Commission Expires:

7-11-79

WOODS 1977 DRILLING PROGRAM

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133 Pompano Beach Blvd.
Pompano Beach, Florida 33062

*MILTON DORFMAN
Milton Dorfman ($5,000)
202 Maple Street
Rome, New York 13440

*ELIZABETH H. DOWDA
Elizabeth H. Dowda ($5,000)
4824 Northside Dr., N.W.
Atlanta, Georgia 30327

*RONALD I. DOZORETZ, M.D.
Ronald I. Dozoretz, M.D. ($90,000)
301 Fort Lane
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*ANDREW L. DuBOFF
Andrew L. DuBoff ($10,000)
15 Hearthstone Terrace
Livingston, New Jersey 07039

*CHARLES W. DUFFETT, JR.
Charles W. Duffett, Jr. ($10,000)
1825 Village Road
Glenshaw, Pennsylvania 15116

*CALVIN DUKE
Calvin Duke ($10,000)
Cliffdale Road
Greenwich, Connecticut 06830

*GLENN DUKE
Glenn Duke ($20,000)
3240 San Mateo Street
Clearwater, Florida

*WILLIAM H. DUKELOW
William H. Dukelow ($5,000)
7678 Hollyridge Circle
Jacksonville, Florida 32216

*GEORGE P. DUNMORE
George P. Dunmore ($10,000)
5913 Courville Ct.
Fair Oaks, California 95628

*WAYNE B. DUTTERA
Wayne B. Duttera ($10,000)
319 Pablo Road
Ponte Vedra Beach, Fla. 32082

*BRIAN C. DUTTON &
BARBARA J. DUTTON
Brian C. Dutton & Barbara J. Dutton ($25,000)
16587 S.W. Maple Circle
Lake Oswego, Oregon 97034

*JAMES W. DYER, M.D.
James W. Dyer, M.D. ($10,000)
2315 Miller Oaks Drive N.
Jacksonville, Florida 32217

EFB TRADING COMPANY, A SOLE PROPRIETORSHIP ($10,000)

By *ERVIN F. BICKLEY, JR.
Ervin F. Bickley, Jr.
110 Sleepy Hollow Road
New Canaan, Connecticut 06840

EASON AND JACKSON ($10,000)

By *BOBBY J. EASON
Bobby J. Eason

By *EUGENE D. JACKSON
Eugene D. Jackson
P. O. Box 1249
Smithfield, North Carolina 27577

EFIRD & DEWAR INVESTMENTS ($10,000)

By *JASPER W. EFIRD, JR.
Jasper W. Efird, Jr.

By *JOHN R. DEWAR
John R. Dewar
3099 E. Commercial Boulevard
Fort Lauderdale, Florida 33308

*JOHN G. EGNER
John G. Egner ($10,000)
1 Kennedy La.
W. Islip, New York 11795

*ROBERT D. EHRBAR
Robert D. Ehrbar ($10,000)
26 Locust Drive
Summit, New Jersey 07901

*ELIET ELIEFF
Eliet Elieff ($10,000)
1442 Hampton Road
San Marian, California 91108

*ALAN TITUS ELLISON
Alan Titus Ellison ($30,000)
19042 Jonathan Lane
Homewood, Illinois 60430

*BENJAMIN L. ELLISON
Benjamin L. Ellison ($30,000)
4321 Oakwood Lane
Matteson, Illinois 60658

*DAVID H. ELLISON
David H. Ellison ($10,000)
c/o Petty, Andrews, Tufts & Jackson
3000 Sand Hill Road, Bldg. 2
Menlo Park. California 94025

*JOHN A. T. ELLISON
John A. T. Ellison ($30,000)
4641 N. Rockcliff Rd.
Tucson, Arizona 85715

*MARTIN D. ELLISON
Martin D. Ellison ($20,000)
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Tucson, Arizona 85715

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Robert I. Elliott ($20,000)
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*MARILYN R. EMMERT
Marilyn R. Emmert ($10,000)
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Katherine R. Emory ($20,000)
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*ROBERT D. ERICKSON &
PHYLLIS M. ERICKSON
Robert D. Erickson & Phyllis M. Erickson, JTWRS ($10,000)
P. O. Box 484
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Alice W. Eustis ($10,000)
527 Mandeville
New Orleans, Louisiana 70117

*DAVID EWELL &
EDITH EWELL
Davis Ewell & Edith Ewell ($10,000)
27 Delwood Ct.
San Rafael, California 94901

*G. TRUETT EWTON
G. Truett Ewton ($10,000)
5405 Weller Avenue
Jacksonville, Florida 32211

F.R.A.C. OIL LIMITED ($30,000)

By *JOHN SONGER
John Songer
449 N.W. McLean Blvd.
Wichita, Kansas 67203

*ANDREW J. FABIAN
Andrew J. Fabian ($10,000)
494 Club View Dr.
McMurray, Pennsylvania 15317

*KURT FANTL &
MARGARET A. FANTL
Kurt Fantl & Margaret A. Fantl
1481 Paseo del Mar ($10,000)
San Pedro, California 90731

*CHARLES FARB
Charles Farb ($5,000)
53 Steers Avenue
Northport, New York 11768

*CHARLES FREDERICK FARRAN
Charles Frederick Farran ($10,000)
60 Hopper Hills Way
Mendon, New York 14506

*ROBERT W. FARRELL
Robert W. Farrell ($10,000)
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Dobbs Ferry, New York 10522

*JACK C. FARRIS
Jack C. Farris ($5,000)
11 Brunswick St.
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Anne R. Ferguson ($10,000)
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Darien, Connecticut 06820

*HARVEY M. FERGUSON
Harvey M. Ferguson ($5,000)
1429 Westbrook Drive
Sarasota, Florida 33579

*LEO G. FEDERMAN
Leo G. Federman ($5,000)
Cornwells Beach Road
Sands Point, New York 11050

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ROBERTA W. FERGUSON
James Ferguson & Roberta W. Ferguson, JT ($10,000)
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Sarasota, Florida 33577

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Carl W. Ferris ($20,000)
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Jack R. Flynn ($25,000)
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Joseph A. Field, Jr. ($10,000)
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Marion R. Field ($10,000)
4300 North Charles Street - 1E
Baltimore, Maryland 21218

*ROBERT J. FILDERMAN
Robert J. Filderman ($10,000)
11610 Green Oaks
Houston, Texas 77024

*A. C. FINA, M.D.
A. C. Fina, M.D. ($10,000)
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Atoka, Oklahoma 74525

*BRIAN D. FINUCANE
Brian D. Finucane ($5,000)
11525 Edenberry Drive
Richmond, Virginia 33595

*GEORGE L. FOSQUE, JR.
George L. Fosque, Jr. ($10,000)
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Onancock, Virginia 23417

*WILLIAM J. FOWL
William J. Fowl ($10,000)
10 Courtnel Road
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*WILLIAM M. FOWLER
William M. Fowler ($10,000)
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Charles S. Fox ($10,000)
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Robert L. Franklin ($10,000)
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Duxbury, Massachusetts 02332

*ISAAC FRANSEN &
RUTH FRANSEN
Isaac Fransen & Ruth Fransen
300 South 9th ($60,000)
Clinton, Oklahoma 73601

*A. D. FRESHOUR
A. D. Freshour ($150,000)
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*JOHN T. FRIES
John T. Fries ($10,000)
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*EARL W. FRITTS &
JUAQUINE O. FRITTS
Earl W. Fritts & Juaquine O.
Fritts, JTWRS ($5,000)
4261 Morena Lane
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*FRANKLYN R. FRITZ
Franklyn R. Fritz ($10,000)
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*DWIGHT L. FULLERTON
Dwight L. Fullerton ($30,000)
1987 Upper Chelsea Road
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Michael J. Furen ($10,000)
33 Sandy Cove Road
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*FRED W. GAARDE &
MRS. FRED W. GAARDE
Fred W. Gaarde, M.D. &
Mrs. Frod W. Gaarde ($10,000)
200 Club Drive
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*GEORGE A. GARRETT &
OLIE LOW GARRETT
George A. Garrett & Olie Low
Garrett, JT ($10,000)
830 Stanford Ave.
Menlo Park, California 94025

*R. V. GAVERT
R. V. Gavert ($15,000)
477 Second Street
Beaver, Pennsylvania 15009

*HARRY GAYKIAN
Harry Gaykian ($10,000)
1285 W. Sierra
Fresno, California 93711

*ROBERT E. GEE
Robert E. Gee ($20,000)
361 Juanita Way
Los Altos, California 94022

*DANIEL GELTNER
Daniel Geltner ($10,000)
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*GEORGE A. GENTNER, M.D.
George A. Gentner, M.D. ($15,000)
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Ross M. Germond ($10,000)
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*JOHN P. GIANNUZZI
John P. Giannuzzi ($30,000)
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Rutherford, New Jersey 07070

*J. PATRICK GILLOTTE
J. Patrick Gillotte ($15,000)
631 Harbor Island
Clearwater, Florida 33515

*GILBERT W. GLASS
Gilbert W. Glass ($20,000)
25 Central Park West, Apt. 12 Z
New York, New York 10023

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Eileen E. Glenn ($5,000)
2626 Cortez Boulevard
Fort Myers, Florida 33901

*LELAND K. GLENN
Leland K. Glenn, M.D. ($5,000)
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Paul F. Glenn ($45,000)
7216 Black Rock Trail
Scottsdale, Arizona 85253

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JEANNE K. GOEDERT
John L. Goedert & Jeanne K.
Goedert ($30,000)
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Jacksonville, Florida 32216

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David Goldberg ($5,000)
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Jacquie M. Goldman ($10,000)
3125 NE 42nd Court
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*LOUISE FORT GOLDSMITH
Louise Fort Goldsmith ($10,000)
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*GREGORY R. GOMES
Gregory R. Gomes ($10,000)
640 Ulili Street
Honolulu, Hawaii 96816

*KENNETH E. GOMES
Kenneth E. Gomes ($20,000)
12 Hawkins Drive
Northport, New York 11768

*JAMES D. GOODLOE
James D. Goodloe ($10,000)
1801 Selva Marina Drive
Atlantic Beach, Florida

*GLENN E. GOODMAN
Glenn E. Goodman ($30,000)
P. O. Box 3588
Sarasota, Florida 33578

*[redacted]TT W. GOODRICH
Dennett W. Goodrich ($10,000)
111 Atlantic Avenue
Mercantile Wharf Building
Boston, Massachusetts 02110

*RONALD C. GOOSTREE
Ronald C. Goostree ($10,000)
6705 Ammons
Arvada, Colorado 80004

*CHARLES GORDON
Charles Gordon ($10,000)
40 Colburn Drive
Sharon, Massachusetts 02067

EVERETT L. GORDON TRUST DATED
8-24-72 ($20,000)

By *EVERETT L. GORDON
Everett L. Gordon, Trustee
312 Sheridan Road
Kenilworth, Illinois 60043

*ISIDOR GORDON
Isidor Gordon ($10,000)
3505 So. Ocean Dr., Apt. 216
Hollywood, Florida 33020

*W. FRANK GORDY, JR.
W. Frank Gordy, Jr. ($10,000)
7219 Peachtree Donwoody Rd.
Atlanta, Georgia 30328

*JAMES E. GOW
James E. Gow ($5,000)
3724 Wildwood Drive
Endwell, New York 13760

*W. E. GRACE
W. E. Grace ($20,000)
6000 S. Lamar
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*CARROLL B. GRAFA, III
Carroll B. Grafa, III ($10,000)
2606 Boeing
Midland, Texas 79701

*COURTNEY P. GRAHAM
Courtney P. Graham ($20,000)
31 Kite Hill Road
Santa Cruz, California 95060

*ROBERT W. GRAHAM
Robert W. Graham ($10,000)
10111 Leisure Lane South
Jacksonville, Florida 32216

*DENNIS GRANT
Dennis Grant ($10,000)
16740 N.E. 9 Ave., #704
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*JOHN W. GRAVDAHL
John W. Gravdahl ($10,000)
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Gladwyne, Pennsylvania 19035

*E. M. GREANEY, JR., M.D.
E. M. Greaney, Jr., M.D. ($25,000)
c/o Ryder, Stilwell Incorporated
5900 Wilshire Boulevard, #1100
Los Angeles, California 90036

*EDWARD J. GRIBBIN
Edward J. Gribbin ($10,000)
910 West Church Street
Elmira, New York 14905

*FRITZ GRUNEBAUM
Fritz Grunebaum ($10,000)
50 Vokes Terrace
Lynnfield, Massachusetts 01940

*GEORGE D. GULEVICH &
ELIZABETH M. GULEVICH
Dr. George D. Gulevich & Dr.
Elizabeth M. Gulevich, CP ($10,000)
943 Cottrell Way
Stanford, California 94305

*ARTHUR L. GUPTILL, JR. &
LOUISE H. GUPTILL
Arthur L. Guptill, Jr. & Louise H.
Guptill, JT ($20,000)
116 Camp Avenue
Darien, Connecticut 06820

*MAX HABERNICKEL, III
Max Habernickel, III ($40,000)
315 Glenwood Road
Ridgewood, New Jersey 07450

*P. B. HAGA
P. B. Haga ($5,000)
4638 Wadham Lane
Jacksonville, Florida 32210

*HARRY HALPERT
Harry Halpert ($10,000)
445 Riverside Drive
New York, New York 10027

*BERNADINE HAMAN
Mrs. Bernadine Haman ($30,000)
Yankee Traveler Farm
Hollow Horn Road
Pipersville, Pennsylvania 18947

*JOHN S. HAMILTON
John S. Hamilton ($10,000)
518 Stone Canyon Road
Los Angeles, California 90024

*DAVID J. HAMMOND &
SHIRLEY M. HAMMOND
David J. Hammond & Shirley M. Hammond ($10,000)
1062 Metro Circle
Palo Alto, California 94303.

*ROGER A. HANSEN
Roger A. Hensen ($10,000)
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Lake Forest, Illinois 60045

*ROSCOE C. HANSENS
Roscoe C. Hansens ($10,000)
234 SE Severin Road
Port Charlotte, Florida 33952

*CHARLES A. HANSON
Charles A. Hanson ($10,000)
3108 - 26th Street
Moline, Illinois 61265

*ROBERT A. HANSON
Robert A. Hanson ($10,000)
2636 - 10th Street
Moline, Illinois 61265

*JOHN C. HARDING
John C. Harding ($10,000)
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*L. S. HARNESS
L. S. Harness ($10,000)
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Arcadia, California 91006

*VICTOR HAROLDSON
Victor Haroldson ($20,000)
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Little Falls, New Jersey 07424

*ALAN D. HARRISON
Dr. Alan D. Harrison ($10,000)
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*HARRY C. HARRISON
Harry C. Harrison ($5,000)
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Sherman W. Hartman, M.D. ($25,000)
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*LARRY D. HARTZOG
Larry D. Hartzog ($20,000)
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John A. Hawkins ($10,000)
652 Dogwood Lane
Bristol, Virginia 24201

*G. DOUGLAS HAYDEN
G. Douglas Hayden ($10,000)
331 Oak Lane
Richmond, Virginia 23226

*ELDON HECKMAN
Eldon Heckman ($10,000)
212 Clayton Street
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*LOIS O. HEFFERIN
Lois O. Hefferin ($10,000)
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*CHARLES E. HEILIG, JR.
Charles E. Heilig, Jr. ($5,000)
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Ernest B. Heller ($10,000)
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William Heller ($20,000)
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Elizabeth B. Henry ($10,000)
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*WILLIAM J. HERDMAN
William J. Herdman ($5,000)
2286 D Street
Hayward, California 94541

*BRYAN L. HERRMANN
Bryan L. Herrmann ($20,000)
5043 Gould Avenue
La Canada, California 91011

*ANTHONY HEYBROEK
Anthony Heybroek ($10,000)
10127 Golf Club Drive, "Deerwood"
Jacksonville, Florida 32216

*RUDGER P. HIATT
Rudger P. Hiatt ($10,000)
939 N. Heritage
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Ernest L. Higbee, Jr. ($15,000)
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*JOHN G. HIGGINBOTTAM &
GRACE M. HIGGINBOTTAM
John C. Higginbottam & Grace M.
Higginbottam ($10,000)
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*RODNEY C. HILL
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*FRANK V. HOFFMAN
Frank V. Hoffman ($20,000)
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Wm. Anthony Hogan ($15,000)
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*ALICE I. HOHENBERG
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*DAVID V. HOMME
David V. Homme ($10,000)
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BOBBY HOPPER FORD, INC. ($10,000)

By *BOBBY G. HOPPER
Bobby G. Hopper
Box 46
Springdale, Arkansas 74764

*JAY L. HORNER
Jay L. Horner ($10,000)
2186 Lynnwood Drive
Schenectady, New York 12309

*JOHN M. HOUSTON
John M. Houston ($10,000)
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Schenectady, New York 12309

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H. W. Howard ($10,000)
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Greenbrae, California 94904

*EDWARD L. HUEY &
DONNA K. HUEY
Edward L. Huey & Donna K. Huey
3024 Finchley ($20,000)
Oklahoma City, Oklahoma 73120

*JAMES A. HUNTER
James A. Hunter ($10,000)
220 Huntcliff Terrace
Atlanta, Georgia 30338

*WILLIAM R. HUNTER
William R. Hunter ($10,000)
R.R. #2
Alexis, Illinois 61412

*FRANKLIN D. HURD
Franklin D. Hurd ($40,000)
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Newport Beach, California 92660

*HARRY H. HURD
Harry H. Hurd ($45,000)
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Oklahoma City, Oklahoma 73112

*G. C. HURLBERT
G. C. Hurlbert ($15,000)
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*KAISSAR S. IBRAHIM
Kaissar S. Ibrahim ($30,000)
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James B. Irsfeld, Jr. ($10,000)
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*RAYMOND L. ITSCHNER &
MARGARET A. ITSCHNER
Raymond L. Itschner & Margaret A.
Itschner, JT ($10,000)
2100 N.E. 38th Street
Lighthouse Point, Florida 33064

*HOWARD ALFRED JACOBS &
MARGOT KAHN JACOBS
Howard Alfred Jacobs & Margot Kahn Jacogs ($10,000)
1900 Willow Road
Hillsborough, Calif. 94010

GEORGE E. JACQUES TRUST DATED 1-15-75 ($10,000)

By *GEORGE E. JACQUES
George E. Jacques, Trustee
294 Lincoln Avenue
Ridgewood, New Jersey 07450

*LOUISE B. JENKINS
Louise B. Jenkins ($20,000)
3936 Roberts Point Road
Sarasota, Florida 33581

*HAROLD J. JERSILD
Harold J. Jersild ($5,000)
2550 - 10th Street Place
Moline, Illinois 61265

*FRANK W. JOBE
Frank W. Jobe, M.D. ($25,000)
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*EDMUND M. JOHNSEN
Edmund M. Johnsen ($10,000)
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Gloria S. Johnson ($10,000)
12215 Cobblestone Drive
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*PAUL A. JOHNSON
Paul A. Johnson ($10,000)
653 Key Royale Drive
Holmes Beach, Florida 33510

*PERRY L. JOHNSON
Perry L. Johnson ($10,000)
1033 - 6 St.
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*R. GERALD JONES
R. Gerald Jones ($5,000)
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*THOMAS K. JONES &
PATRICIA A. JONES
Thomas K. Jones & Patricia A. Jones, JTWRS ($5,000)
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Gulf Breeze, Florida 32561

*H. W. JORGENSEN
H. W. Jorgensen ($10,000)
1260 Mitchell Road
Modesto, California 95351

K.R.J. TRADES, INC. ($10,000)

By *JAMES W. HILL
James W. Hill, Vice President
8541 S. Kostner Avenue
Chicago, Illinois 60652

*KENNETH KAIZAWA
Kenneth Kaizawa ($10,000)
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*MILAN J. KALUS, M.D.
Milan J. Kalus, M.D. ($5,000)
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Amarillo, Texas 79102

*DONALD C. KAMIN
Donald C. Kamin ($10,000)
28 Crooked Mile Road
Darien, Connecticut 06820

KANSAS NATURAL GAS, INC. ($150,000)

By *ROSS BEACH
Ross Beach
Box 818
Hays, Kansas 67601

ERNEST C. KANZLER ($10,000)

By *GEORGE J. JEFFRIES
George J. Jeffries
Attorney-in-Fact
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*ALAN KAPLAN
Alan Kaplan ($10,000)
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Susan Beth Kaplan ($5,000)
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*WILLIAM D. KAPPEL
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Dr. Peter Kapsimalis ($15,000)
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John A. Karsten ($10,000)
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*MICHAEL KATZ &
JOYCE KATZ
Michael Katz & Joyce Katz
30 Bramble Lane ($10,000)
Melville, New York

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Max Kaufmann ($10,000)
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By *THEODORE F. WEILAND
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By *VERDELL HOWARD
Verdell Howard
Box 749
Thatcher, Arizona 85552

*HENDRIK W. VIETOR
Hendrik W. Vietor ($10,000)
309 Sunset Drive
Ft. Lauderdale, Florida 33301

*PETER C. VIETTI
Peter C. Vietti ($10,000)
12500 5th St. E.
Treasure Island, Florida 33706

*GENE J. VIRTUOSO &
ELIZABETH E. VIRTUOSO
Gene J. Virtuoso & Elizabeth E.
Virtuoso, JT ($10,000)
446 Aberdeen Road
Lewiston, New York 14092

*ALFRED WABER
Alfred Waber ($10,000)
Apt. 119 Welshwood
2661 Willits Road
Philadelphia, Pennsylvania 19114

*HOWARD WAGMAN
Howard Wagman ($10,000)
4920 N. 20th Street
Philadelphia, Pennsylvania 19144

*JOSEPH WAGNER
Joseph Wagner, M.D. ($10,000)
c/o Ryder, Stilwell Incorporated
5900 Wilshire Boulevard
Los Angeles, California 90036

*DR. DAVID WALDMAN
Dr. David Waldman ($10,000)
176 - 17 - 69th Avenue
Flushing, New York 11365

*MARTIN WALDMAN
Martin Waldman ($10,000)
38 Dogwood Drive
W. Orange, New Jersey 07050

*DONALD WALLACE
Donald Wallace ($20,000)
5 Spruce Lane
Syosset, New York 11791

WALTON ENTERPRISES, INC. ($25,000)

By ALICE W. EUSTIS

c/o Sam Walton
P. O. Box 116
Bentonville, Arkansas 72712

*THOMAS N. WARNER
Thomas N. Warner ($10,000)
Box 557
Pauma Valley, California 92061

*L. FERRIS WASHBURNE, JR.
L. Ferris Washburne, Jr. ($10,000)
108 Indian Rock Road
New Canaan, Connecticut 06840

*MATTHEW WASSERMAN &
ROSLYN E. WASSERMAN
Matthew Wasserman & Roslyn E.
Wasserman ($5,000)
12192 Marilla Drive
Saratoga, California 95070

*ROBERT V. P. WATERMAN
Robert V. P. Waterman ($5,000)
600 Riverview Terrace
Bettendorf, Iowa 52722

*CLIFFORD F. WATKINS
Clifford F. Watkins ($5,000)
723 James Street
Syracuse, New York 13203

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Dan H. Watkins ($5,000)
2960 - 15th Avenue
Moline, Illinois 61265

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Hays T. Watkins ($10,000)
70 Quail Hollow Drive
Moreland Hills, Ohio 44022

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John D. Watkins ($5,000)
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Theodore T. Watson ($10,000)
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Rudolph F. Weichert, III, M.D.
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New Orleans, Louisiana 70115

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Melvin Weiner ($10,000)
5100 S. Convent Lane
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Marjorie A. Weinhold ($10,000)
2560 Fruitville Road
Sarasota, Florida 33577

*MORTON WEINSTEIN
Morton Weinstein ($5,000)
1001 Charles Street
Mountainside, New Jersey 02092

*IRA WEISS
Ira Weiss ($10,000)
c/o Pioneer Neon Supply Co.
342 Marietta Street
Atlanta, Georgia 30313

*IRA WEISS &
DOROTHY WEISS
Ira Weiss & Dorothy Weiss ($10,000)
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Atlanta, Georgia 30313

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Los Angeles, California 90036

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William L. Westerman ($10,000)
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Millard B. White ($5,000)
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Sarasota, Florida

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Thomas J. White ($50,000)
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Lincoln, Massachusetts 01773

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Paul Whitehead ($10,000)
721 Court Street, P. O. Box 1389
Lynchburg, Virginia 24505

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Paul Whitehead, Jr. ($10,000)
P. O. Box 1389
Lynchburg, Virginia 24505

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HELEN W. WHITELY
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JOSEPHINE W. WIBLE
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9 Blindbrock Lane
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Stanley Wiener ($10,000)
10 Sparrow Lane
Roslyn, New York 11576

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David M. Winkler ($10,000)
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Sarasota, Florida 33581

*WILLARD R. WIGLEY, JR.
Willard R. Wigley, Jr. ($15,000)
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*ODE H. WINKLER
Ode H. Winkler ($10,000)
20 Tifton Way So.
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Phoenix, Arizona 85021

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Gerald A. Withrow ($10,000)
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Maxwell P. Wilkinson ($20,000)
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Sarasota, Florida 33577

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James R. Withrow, Jr. ($10,000)
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New York, New York 10019

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C. D. Williamson ($10,000)
2486 N. Camino Valle Verde
Tucson, Arizona 85715

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Stanley F. Witkowski ($5,000)
29 Candace Lane
Chatham TSP, New Jersey 07928

*HUGH P. WILLIAMS
Hugh P. Williams ($10,000)
RD #4 Crosstown Rd.
Montpelier, Vermont 05602

*J. STUART WOLF
J. Stuart Wolf ($10,000)
Route #1, Box 281
Highlands, North Carolina 28741

*JOHN R. WILLIAMS
John R. Williams ($5,000)
5976 Flambeau
Rancho Palos Verdes, Calif. 90274

*MORRIS WOLF
Morris Wolf ($10,000)
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Vancouver, Washington 98660

*W. ALEX WILLIS
W. Alex Willis ($10,000)
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Dora Faye Wolfe ($10,000)
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Marshalltown, Iowa 50158

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Venice, Florida 33595

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Kenneth R. D. Wolfe ($10,000)
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Marshalltown, Iowa 50158

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Richard W. Wiltshire ($10,000)
P. O. Box 27572
Richmond, Virginia 23261

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Helene B. Wolfe ($100,000)
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*SAUL WIND &
DORIS WIND
Saul Wind & Doris Wind ($25,000)
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Burbank, California 91505

*MIRIAM E. WOLFF
Miriam E. Wolfe ($10,000)
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Los Altos Hills, California 94022

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Donald P. Wingard ($10,000)
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Harriet Wolfson ($10,000)
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New York, New York 10019

*NORMAN WOLFSON
Norman Wolfson ($10,000)
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Sheila McCarthey Wood ($305,000)
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George V. Woodling, Jr. ($5,000)
22077 Lake Road
Rocky River, Ohio 44116

*NANCY S. WOODLING
Nancy S. Woodling ($5,000)
3601 N. Soldier Trail
Tucson, Arizona 85715

THOMAS S. WORD, JR., TRUSTEE
UNDER TRUST AGREEMENT DATED
MARCH 1, 1977 ($10,000)

By *THOMAS S. WORD, JR.
Thomas S. Word, Jr., Trustee
P. O. Box 1575
Richmond, Virginia 23213

*TOM E. WORKMAN &
JANE ANN WORKMAN
Tom E. Workman & Jane Ann
Workman ($50,000)
c/o Ryder, Stilwell Incorporated
5900 Wilshire Blvd., Suite 1100
Los Angeles, California 90036

*JAMES B. WRIGHT
James B. Wright ($10,000)
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Pittsburgh, Pennsylvania 15238

*DAVID YASHON, M.D. &
MYRNA YASHON
David Yashon, M.D. & Myrna
Yashon, JTWRS ($10,000)
5735 Saranal Drive
Columbus, Ohio 43227

*GHIM L. YEOH
Ghim L. Yeoh, M.D. ($20,000)
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Honolulu, Hawaii 96841

*DAVID N. YOUNG
David N. Young ($20,000)
20291 Brentstone Lane
Huntington Beach, Calif. 92646

*ALBERT ZAGER
Albert Zager, M.D. ($10,000)
543 Warner Avenue
Los Angeles, California 90024

*WALTER S. ZEBROWSKI
Walter S. Zebrowski ($5,000)
3018 Wynnwood Drive
Big Flats, New York 14814

*ALEXANDER ZECHELLA &
JEAN B. ZECHELLA
Alexander Zechella & Jean B.
Zechella ($20,000)
10102 Deerwood Club Road
Jacksonville, Florida 32216

*MELVIN ZELEFSKY
Melvin Zelefsky ($10,000)
652 Winthrop Road
Teaneck, New Jersey 07666

ZUZACK & ASSOCIATES, LTD.
($10,000)

By *FRANK J. ZUZACK
Frank J. Zuzack
P. O. Box 1596
Kona, Hiwaii 96740

*WOODS PETROLEUM CORPORATION

By
V. Lee Powell, Executive Vice
President

Attorney-in-Fact for each such
Limited Partner

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

The undersigned Notary Public in and for said State and County, does hereby certify that on this 11th day of March, 1977, personally appeared before me, V. LEE POWELL, known to be the Executive Vice President of Woods Petroleum Corporation, who being by me first duly sworn, declared and acknowledged on oath that Woods Petroleum Corporation is the duly constituted attorney-in-fact for each of the above named Limited Partners to sign by and on their behalf this Certificate of Limited Partnership pursuant to written and properly executed powers of attorney; that he signed the foregoing instrument on behalf of Woods Petroleum Corporation as said attorney-in-fact for and on behalf of said Limited Partners, that he was fully authorized to do so and that the statements therein contained are true.

IN WITNESS WHEREOF, I have placed my hand and affixed my notarial seal this 11th day of March, 1977.

Notary Public

My Commission Expires:

9-26-80

PRODUCERS 88-CS

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 28th. day of March, 1977
by and between Robert N. Miller Jr. and Terra Miller, husband and wife
Big Piney, Wyoming 83113

Party of the first part, hereinafter called lessor (whether one or more) and
Timothy J. Drew, Casper, Wyoming 82601 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of 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, drilling and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette
State of Wyoming, described as follows, to wit:

TOWNSHIP 29 NORTH, RANGE 112 WEST

Section 7: S½NE¼, SE¼SW¼, SE¼

Section 8: W½NW¼, SW¼

Section 17: NW¼NW¼ Section 18: N½NE¼, SW¼NE¼

and containing -680- 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 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 28th. 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 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
sixhundredeighty 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 royalties 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 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 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 recording 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 any 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 true copy thereof.

Compli[redacted]ny now or hereafter orders, judgm[redacted]s, rules, regulations purporting to be made under authority of any Federal or State legislative authority, or with breach of any clause, obligation, covenant, forfeiture, reversion or revesting of any estate or become the basis of any action for damages shall, when complied with by lessee or assignee, be and inure thereto.

[redacted] be construed a violation of any of the terms of [redacted] be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate hereby created and not exist, nor shall any such compliance confer any right of entry or become the basis of any action for damages, unless and until a court of competent jurisdiction shall have adjudged that such purported compliance was unlawful and has declared the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assignee, operate as modifications of the terms and conditions of this lease where and 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 that 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 those of the lessee, when assigned by other lessees named herein.

Rider Attached RMM

IN WITNESS WHEREOF, We sign this day and year first above written.

X [redacted] (SEAL)
Robert N. Miller Jr. (SEAL)
Social Security No. (SEAL)
(SEAL)

X [redacted] (SEAL)
Terra Miller (SEAL)
(SEAL)
(SEAL)

STATE OF WYOMING }
COUNTY OF [redacted] } 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 [redacted] day of [redacted], 1977, personally appeared Robert N. Miller Jr. and Terra Miller, to 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 [redacted] Linda L. Koch Notary Public

Linda L. Koch
Notary Public
County of [redacted]
Wyoming
My Commission Expires Jan. 5, 19[redacted]

STATE OF [redacted] }
COUNTY OF [redacted] } 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 [redacted] day of [redacted], 19[redacted], personally appeared [redacted], to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that 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 [redacted]

Notary Public

OIL AND GAS LEASE

Filed for record the [redacted] day of [redacted] 19[redacted] at [redacted] o'clock [redacted] M. and recorded in Book [redacted] of [redacted] Page [redacted]

By [redacted]
Deputy.

Recorded in the Office of the County Clerk and Ex-Officio Register of Deeds.

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

On this [redacted] day of [redacted]

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

[redacted], 19[redacted], before me appeared [redacted], to me personally known, who [redacted] duly sworn, did say that he is [redacted] and that the seal affixed to the foregoing instrument is the corporate seal of said [redacted] and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and [redacted] acknowledged said instrument to be the free act and deed of said corporation.

[redacted] and year last above written.

Notary Public

RIDER

Miller Lease

1. Location site for any well location on leased premises shall not exceed one acre.

2. Upon completion of drilling any and all wells, drilling mud shall be removed, location site and roads across meadow shall be restored to as near as possible to their original condition and re-seeded.

3. Lessee shall pay $1.00 per rod for roadway right-of-way.

4. Lessee shall fence both sides of roadways and location site.

5. Lessee shall pay surface owner $500.00 per location site.

6. Winter drilling only - October 15 to March 1.

7. If any irrigation ditches are disturbed, all will be reconstructed to carry water as to the original contour.

Initialed for identification

16589

RECORDED [illegible] 87 [illegible]

IN BOOK [illegible] PAGE 108

RECORDS [illegible] COUNTY CLERK

SUBLETTE COUNTY, WYOMING

by Ellen Wampler.

PRODUCERS [redacted] # OIL AN[redacted]S LEASE [redacted]

AGREEMENT, Made and entered into this 29th. day of March, 1977,
by and between Robert A. Spriggs and Nilda Spriggs, husband and wife
Big Piney, Wyoming 83113

Party of the first part, hereinafter called lessor (whether one or more) and
J. Adrian Paton Jr. P.O. Box 1516 Casper, Wyoming Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and no/100---------- 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 thereto, situate in the County of Sublette State of Wyo. to wit, described as follows, to wit:

TOWNSHIP 30 NORTH, RANGE 114 WEST

Section 25: NE¼, NE¼NW¼, E½SE¼

and containing -280- 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 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 29th. 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 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 ***Twohundredeighty 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 royalties 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 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 rent due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands 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 to the extent of such assignment relieve and discharge the Lessee of all obligations hereunder.

Compliance with any rule or law (whether now in force, left or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations or acts promulgated by State or Federal courts, or Federal offices, boards, commissions or committees purporting to be made under authority of any such rule, law or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach thereof, nor shall it be or constitute a cause for the termination, forfeiture, cancellation or abrogation of any clause, obligation, provision or stipulation contained herein, nor shall any such compliance confer any right of entry for reverter, forfeiture or cancellation hereunder, all which are hereby expressly waived and set out, nor shall any such compliance confer any right of entry or cause of action on the basis of any action to damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall be complied with by lessee within ninety (90) days after the entry of such compliance ceases as a condition of the terms and conditions of this lease where breach thereof.

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 assigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

X ..... (SEAL) X ..... (SEAL)
Robert A. Springman (SEAL) Wilda Springman (SEAL)
Social Security No. 520 38 8400 (SEAL) ..... (SEAL)
..... (SEAL) ..... (SEAL)

STATE OF WYOMING }
COUNTY OF ~~SWEETWATER~~ NATRONA } 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 March 29th day of March, 1977, personally appeared Robert A. Springman and Wilda Springman, to 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 May 5, ~~1980~~ 1980 Timothy J. Drew Jr.—Notary Public
Notary Public

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

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

County of Natrona
My Commission Expires May 5, 1980

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....

Section ..... Block ..... Addition .....

Lot ..... Township ..... Range .....

Parcel ..... County ..... Term ..... years.

STATE OF WYOMING }
COUNTY OF ~~SWEETWATER~~ NATRONA } ss.

This instrument was filed for record on the 6th day of April, 1977, at 9 o'clock A.M., and duly recorded in Book 555 of Misc., Page 111 of the records of this office.

~~Rosalie Quick~~
County Clerk—Register of Deeds.
By Deputy.

When Recorded Return to

Recorded
Indexed
Abstracted
Platted
Entered in Transfer Record

26958

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

[redacted] [redacted] [redacted]

PRODUCERS 88 NEW

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 1st. day of April, 1977

by and between W. W. McGinch and Lois G. McGinch, husband and wife
Big Piney, Wyoming 83113

No drilling between June 1 and September 1 without written consent of lessor

Party of the first part, hereinafter called lessor (whether one or more) and

J. Adrian Rudon Jr. P.O. Box 1010 Casper, Wyoming 82002 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 30 NORTH, RANGE 114 WEST

Section 12: SW¼NE¼, N½SW¼, N½SE¼

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 1st. 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 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 ***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 or 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 royalties 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 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 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 operations 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. No 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 law or [illegible] purporting to be [illegible] Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations or [illegible] by State or Federal [illegible] Federal offices, boards, commissions or committees purporting to be [illegible] authority of any [illegible] law, shall not constitute a [illegible] of the terms of this lease or be considered a breach of any clause, obligation or [illegible] lease, shall it be or constitute a cause for the termination, forfeiture, cancellation or revocation of any estate or interest [illegible] and hereby created and granted, nor shall any such compliance confer any right of entry or become the basis of [illegible] or [illegible] forfeiture or revocation, hereby [illegible] any such purport to be in force and effect they shall [illegible] complied with by lessee and upon [illegible] of such compliance operate as restorations of the terms and conditions of this lease where [illegible] forthwith.

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 waives [illegible] 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)
x (SEAL)
E. W. McNinch 528 36 8552 (SEAL)
[illegible] 528 36 8552 (SEAL)

x (SEAL)
x (SEAL)
Lois C. McNinch (SEAL)
(SEAL)

STATE OF WYOMING } SS.
COUNTY OF Natrona }

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of April, 1977, personally appeared E. W. McNinch and Lois C. McNinch, to 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 May 5, 1980

Notary Public

STATE OF } SS.
COUNTY OF }

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

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

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

My Commission Expires

Notary Public

OIL AND GAS LEASE

FROM

TO

Dated , 19

Lot Block Addition

Section Township Range

No. of acres County Term

STATE OF } SS.
COUNTY OF }

This instrument was filed for record on the 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
By Deputy

When Recorded Return to

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGEMENT — CORPORATION

STATE OF } SS.
COUNTY OF }

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

[redacted] [redacted] [redacted]

OIL AND GAS LEASE

THIS AGREEMENT, Made and entered into this 28th. day of March, 19 77
by and between Charles G. Chrisman, single; Harriet E. Chrisman, single; Frank W. Sears, Single; John Y. Chrisman and Nadine R. Chrisman, husband and wife; Vego N Chrisman and Belle J. Chrisman, husband and wife; Helen G. Sears and Frank E. Sears, wife and husband,

Kemmerer, Wyoming 83101 Party of the first part, hereinafter called lessor (whether one or more) and
Timothy J. Utsey Casper, Wyoming 82601 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and no/100 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 29 NORTH, RANGE 114 WEST — TOWNSHIP 30 NORTH, RANGE 114 WEST

Section 1: S½S½ — Section 34: E½SE¼
Section 2: Lot 3(28.58), S½NW¼, E½SW¼, S½SE¼ — Section 35: S½S½
Section 11: N½NE¼
Section 13: E½E½

and containing 628.58 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. All Royalty and Production Payments are changed to read: Eighteen Percent (18%)

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

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

Second. To pay lessor one-eighth (1/8) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on 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 (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 casinghead gasoline or dry commercial gas.

If no well be commenced on said land on or before the 28th. day of March, 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 Wyoming 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 ***Sixhundredtwentyeight and 58/100*** 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 royalties 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 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 at any time and from time to time to pool or combine the acreage covered by this lease or any portion thereof as to oil and gas, or either of them, with other land, lease or leases in the immediate 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 gas 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, however, 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 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 parts or part 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 law or rule or order [illegible] by any Federal or State legislative authority, or with orders, judgments, decrees, [illegible] by any Federal court or Federal offices, boards, commissions or committees purporting to be made under authority [illegible] shall constitute a breach of any of the terms of this lease or be considered a [illegible] of any clause, obligation, [illegible] contained herein, nor shall it be or constitute a cause for the termination, [illegible] and not otherwise, nor shall any such compliance confer any right of entry [illegible] or any of the [illegible] for forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall be considered such by lessee only to the extent of such compliance operate as modifications of the terms and conditions of this lease where [illegible] 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 relinquishes and releases any right or 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 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 those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Nadine R. [illegible]

Vejo M. [illegible]

Chas. G. [illegible] (SEAL) Delle J. [illegible] (SEAL)

Harriet E. [illegible] (SEAL) [illegible] (SEAL)

Frank W. [illegible] (SEAL) Helen C. [illegible] (SEAL)

John N. [illegible] (SEAL) Frank E. [illegible] (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 31st day of March, 19 77, personally appeared Charles G. Chrisman; Harriet E. Chrisman; and Frank E. Sears; Helen C. Sears and Frank E. Sears, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that They executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires September 5, 1978

[illegible]
Notary Public

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 31st day of March, 1977, personally appeared John N. Chrisman and Nadine R. Chrisman and Vejo M. Chrisman and Delle J. Chrisman, 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 September 5, 1978

[illegible]
Notary Public

OIL AND GAS LEASE

FROM

TO

Dated [illegible], 19

Lot [illegible] Block [illegible] Addition [illegible]

Section [illegible] Township [illegible] Range [illegible]

[illegible] County [illegible]

No. of acres [illegible] Tract [illegible]

STATE OF [illegible] }
COUNTY OF [illegible] } ss.

This instrument was filed for record on the [illegible] day of [illegible], 1977, at [illegible] o'clock [illegible] M., and duly recorded in Book [illegible] Page [illegible] of the records of this office.

By [illegible] County Clerk—Register of Deeds.
Deputy.

When Recorded Return to [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

STATE OF [illegible] }
COUNTY OF [illegible] } ss.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this [illegible] day of [illegible], 19[illegible], before me appeared [illegible] to me personally known, who, being by me duly sworn, did say that he is [illegible] of [illegible], 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 [illegible] 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 [illegible]

[illegible]
Notary Public

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 Stella C. Shaver and Gaius R. Shaver, wife and husband

Of: Fallbrook, California 92028, do hereby ratify, adopt and confirm in all respects an oil and gas lease dated the 28th day of March, 1977, between Charles C. Chrisman; Harriet E. Chrisman; Frank W. Sears; John N. Chrisman and Nadine R. Chrisman; Vego M. Chrisman and Delle J. Chrisman; Helen C. Sears and Frank E. Sears. Kemmerer, Wyoming
as lessors, and Timothy J. Drew Of: Casper, Wyoming,

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

TOWNSHIP 29 NORTH, RANGE 114 WEST
Section 1: S½SW¼
Section 2: Lot 3(28.58), SE¼NW¼, E½SW¼, S½SE¼
Section 11: N½NE¼
Section 12: N½NW¼

TOWNSHIP 30 NORTH, RANGE 114 WEST
Section 34: E½SE¼
Section 35: S½SW¼

(containing 628.58 acres more or less)

161513

RECORDED May 6 1977 9:20 A M
IN BOOK 51 Oil & Gas PAGE 117
FEES $5.00 Lois G. Wakefield COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen Wampler

and do hereby grant, lease and let the land described in said lease unto the above-named lessee, his heirs, successors, and assigns, upon the terms and conditions and subject to the provisions of said lease, and said lease is by reference made a part hereof with the same force and effect as if the undersigned had originally joined in the execution thereof as lessors. Any delay rentals payable under the terms of said lease on any interest owned or claimed by the undersigned shall be paid or tendered to Lessors: First Wyoming Bank, Kemmerer, Wyoming 83101, heirs, successors, administrators or assigns, or to their credit in the depository bank as provided in such lease.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 4 day of April, 1977

OFFICIAL SEAL
OUITA L. BUSBY
Notary Public - California
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
MY COMMISSION EXPIRES AUGUST 9, 1980

x Stella C Shaver
Stella C. Shaver

x Gaius R. Shaver
Gaius R. Shaver

227

ACKNOWLEDGMENTS

STATE OF California
COUNTY OF San Diego } SS.

(INDIVIDUAL) (~~Wyoming~~)

On this 6th day of May, 19 77, before me personally appeared Stella C. Shuer and Louis K. Shuer,

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

Given under my hand and seal this 6th day of May, 19 77

My commission expires: Aug. 9 1980

Ouita L. Busby
NOTARY PUBLIC.

OFFICIAL SEAL
OUITA L. BUSBY
Notary Public - California
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
MY COMMISSION EXPIRES AUGUST 9, 1980

STATE OF _____ } SS.
COUNTY OF _____

(INDIVIDUAL) (Montana, Colorado, North Dakota, South Dakota)

On this _____ day of _____, in the year 19____, before me, _____, a Notary Public,

personally appeared _____

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

My commission expires: _____

_____
NOTARY PUBLIC.

No. _____

RATIFICATION OF OIL AND GAS LEASE

FROM

TO

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

_____
County Clerk.

By _____, Deputy

When recorded return to

STATE OF _____ } SS.
COUNTY OF _____

(CORPORATE) (Wyoming, Montana, Colorado, North Dakota, South Dakota)

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 (or Secretary) 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____.

[redacted] [redacted] [redacted]

My commission expires: _____

_____
NOTARY PUBLIC.

THIS INSTRUMENT OF CONVEYANCE AND ASSIGNMENT dated as of May 26, 1977, by and between THE HOWARD CORPORATION, a Texas corporation (hereinafter called "Grantor"), acting by and through its duly authorized officers, and AA DEVELOPMENT CORPORATION – A CONSUMING ASSETS CORPORATION, a Texas corporation (hereinafter called "Grantee"), whose address is 1000 Republic National Bank Building, Dallas, Texas 75201, acting by and through its duly authorized officers:

WITNESSETH:

WHEREAS, Grantor desires to sell and Grantee desires to purchase the Subject Interests hereinafter conveyed,

NOW, THEREFORE, Grantor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents does, effective as of 7:00 o'clock A.M., local time, on June 1, 1977, grant, bargain, sell, convey, assign, transfer, set over and deliver unto Grantee, its successors and assigns, the following:

A. The oil and gas leases and the oil, gas and mineral leases or the undivided interests therein, and the leasehold, fee, mineral, mineral rights, royalty, overriding royalty, net profit interests, surface rights, easements, improvements, operating rights, farmout and farmin agreements and all other interests which are specifically described in Exhibit A (which Exhibit A is in four parts, Part I, Part II, Part III and Part IV) attached hereto and hereby made a part hereof (hereinafter called "Exhibit A"), subject, however, to the restrictions, exceptions, reservations, conditions, limitations, contracts, agreements and other matters, if any, set forth or referred to in the specific descriptions of said properties and interests in Exhibit A;

B. All of Grantor's right, title and interest in, to and under, or derived from, all of the presently existing pooling, unitization and communitization agreements and the units created thereby (including without limitation all units formed under orders, regulations, rules or other official acts of any Federal or State governmental body or agency having jurisdiction) which are described or referred to in Exhibit A or which relate to any of the properties and interests specifically described or referred to in Exhibit A or to the production of oil, gas and other hydrocarbons (all oil, gas and other hydrocarbons being herein collectively called "Hydrocarbons") from or attributable to said properties and interests;

C. All of Grantor's right, title and interest in, to and under, or derived from, all of the presently existing operating agreements, oil and gas sales, purchase, exchange and processing contracts and agreements and water disposal contracts or agreements, and all other contracts, agreements and instruments which are described or referred to in Exhibit A or which relate to any of the properties and interests specifically described or referred to in Exhibit A (or properties unitized therewith) or to the production of Hydrocarbons from or attributable to said properties and interests;

D. All of Grantor's right, title and interest in, to and under, or derived from, all other tracts of land, rights, benefits, interests, easements, surface leases, oil, gas and water supply leases and salt water disposal agreements held, owned or used in connection with the leases or leaseholds, or the fee, mineral, royalty, net profit and/or other interests or the properties covered thereby described in Exhibit A or properties unitized therewith;

E. All of Grantor's right, title and interest in and to all property, whether personal, real (other than oil, gas or other mineral interests) or mixed, tangible or intangible, and all 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 leases or leasehold, or the fee, mineral, royalty, net profit and/or other interests or the properties covered thereby described in Exhibit A, or of any unit or communitized area that includes any of said leases, leasholds or interests, or the properties covered thereby, or the production, treating, storage or transportation of Hydrocarbons therefrom, including, but not by way of limitation,

RECORDED ... 19... AT ... O'CLOCK ... M.
IN BOOK ... PAGE ...
FEES $ ...
SUBLETTE COUNTY, PINEDALE, WYOMING
... COUNTY CLERK

RETURN TO
JAMES M. DUNCAN
Jackson, Walker, Winstead, Cantwell & Miller
4300 First National Bank Bldg.
DALLAS, TEXAS 75202

all wells, casing, tubing, derricks, tanks, tank batteries, boilers, separators, treaters, rods, pumps, flow lines, water lines, gas lines, buildings, fixtures, motors, engines, compressors, machinery and other equipment, pipelines, power lines, telephone and telegraph lines, roads and other appurtenances situated upon or used or useful or held for future use in connection with the exploration, development and operation of the leases or leaseholds, or the fee, mineral, royalty, net profit and/or other interests or the properties covered thereby described in Exhibit A or of any unit or communitized area that includes any of said leases, leaseholds or interests, or the properties covered thereby, or the production, treating, storing or transportation of Hydrocarbons therefrom, and all of Grantor's interest in and to all personal property constituting field inventory stocks of surplus materials and supplies and rolling stock;

F. All geological, geophysical and engineering maps, charts and data and all other business-related files presently in the possession of Grantor (or held by others for Grantor's benefit) relating to the leases or leaseholds, or the fee, mineral, royalty, net profit and/or other interests or the properties covered thereby described in Exhibit A, including all well and unit files and records, lease files, land files, abstracts, title opinions, production records, geological and geophysical reports and appurtenant data which Grantor may have relating to the leases or leaseholds, or the fee, mineral, royalty, net profit and/or other interests or the properties covered thereby described in Exhibit A;

G. All of Grantor's right, title and interest in, to and under, or derived from, any and all agricultural and other leases relating to the fee lands described in Exhibit A attached hereto; and

H. Without limiting the foregoing, all of Grantor's right, title and interest (whether now owned or hereafter acquired by operation of law or otherwise) in, to and under, or derived from, all oil and gas leases, oil, gas and mineral leases and interests therein, covering the lands specifically described or referred to in Exhibit A, even though Grantor's interests in said lands be incorrectly described or referred to in, or a description of such interests be omitted from, Exhibit A.

All of the above described properties, interests and rights are herein collectively called the "Subject Interests." Each individual interest separately numbered and described or referred to in Exhibit A is herein called a "Subject Interest." The term "Subject Interests" shall include also (i) said properties, interests and rights as the same shall be constituted from time to time after the execution and delivery of this Conveyance, and as enlarged by the discharge of any payments out of production or by the removal of any charges or encumbrances to which any of said properties, interests or rights are subject, or otherwise, (ii) any and all renewals and extensions of any of said properties, interests or rights obtained by the Grantor within 21 years from the date hereof, (iii) all contracts and agreements supplemental to or amendatory of or in substitution for the contracts and agreements described above in Subsections B and C insofar as the same relate to any Subject Interest, and (iv) all rights, titles and interests accruing or attributable to any Subject Interest by virtue of its being included in any unit.

Grantor hereby binds itself and its successors (by reason of dissolution or otherwise) and assigns to Warrant and Forever Defend the Subject Interests and all rights, titles, interests, estates, remedies, powers and privileges appurtenant or incident thereto unto 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 but not otherwise, but with full substitution and subrogation of Grantee in and to all covenants of warranty by others heretofore given or made with respect to the estates, rights, titles and interests herein conveyed, or any part thereof.

In Witness Wheeeof, the parties hereto have caused this Conveyance to be duly executed on the date in the acknowledgments annexed hereto, in several counterparts (one of which with all the property descriptions included in Exhibit A is on file at the office of Grantee, and one of which with all said property descriptions is to be recorded in Garza County, 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 property descriptions in Exhibit A 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.

THE HOWARD CORPORATION

ATTEST:

By: .....
W. C. Hatfield, Vice-President

Wallace D. Montgomery, Secretary

AA DEVELOPMENT CORPORATION – A CONSUMING ASSETS CORPORATION

ATTEST:

By: .....
Donald J. Lloyd-Jones, President

Paul L. Wright, Secretary

Executed by The Howard Corporation and AA Development Corporation – A Consuming Assets Corporation in the presence of:

James M. Duncan

John B. McFarland

THE STATE OF TEXAS }
COUNTY OF DALLAS }

(Texas) BEFORE ME, the undersigned authority, on this day personally appeared W. C. Hatfield, Vice-President of THE HOWARD CORPORATION, a corporation, 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 said corporation and that he executed the same as the act of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

(Wyoming) On this 26th day of May, 1977, before me appeared W. C. Hatfield, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of THE HOWARD 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 W. C. Hatfield acknowledged said instrument to be the free act and deed of said corporation.

(Louisiana) Before me came and appeared W. C. Hatfield, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of THE HOWARD CORPORATION, and that the seal affixed to said instrument is the corporate seal of said corporation and that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and that he acknowledged the instrument to be the free act and deed of the corporation.

(Oklahoma) Before me, a Notary Public in and for said State, on this 26th day of May, 1977, personally appeared W. C. Hatfield, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice-President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

(California) On this 26th day of May, in the year 1977, before me, Janie M. Smith, a Notary Public, personally appeared W. C. Hatfield 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 same.

(Illinois) The foregoing was acknowledged before me this 26th day of May, 1977, by W. C. Hatfield, Vice-President, and attested by Wallace D. Montgomery, Secretary of THE HOWARD CORPORATION, a Texas corporation, on behalf of the corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26th day of May, 1977.

Janie M. Smith
Janie M. Smith, Notary Public
in and for Dallas County, Texas

My Commission Expires on June 1, 1977.

THE STATE OF TEXAS }
COUNTY OF DALLAS }

(Texas) BEFORE ME, the undersigned authority, on this day personally appeared Donald J. Lloyd-Jones, President of AA DEVELOPMENT CORPORATION – A CONSUMING ASSETS CORPORATION, a corporation, 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 said corporation and that he executed the same as the act of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

(Wyoming) On this 26th day of May, 1977, before me appeared Donald J. Lloyd-Jones, to me personally known, who, being by me duly sworn, did say that he is the President of AA DEVELOPMENT CORPORATION – A CONSUMING ASSETS 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 Donald J. Lloyd-Jones acknowledged said instrument to be the free act and deed of said corporation.

(Louisiana) Before me came and appeared Donald J. Lloyd-Jones, to me personally known, who, being by me duly sworn, did say that he is the President of AA DEVELOPMENT CORPORATION – A CONSUMING ASSETS CORPORATION, and that the seal affixed to said instrument is the corporate seal of said corporation and that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and that he acknowledged the instrument to be the free act and deed of the corporation.

(Oklahoma) Before me, a Notary Public in and for said State, on this 26th day of May, 1977, personally appeared Donald J. Lloyd-Jones, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

(California) On this 26th day of May, in the year 1977, before me, Janie M. Smith, a Notary Public, personally appeared Donald J. Lloyd-Jones, 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 same.

(Illinois) The foregoing was acknowledged before me this 26th day of May, 1977, by Donald J. Lloyd-Jones, President, and Paul L. Wright, Secretary, of AA DEVELOPMENT CORPORATION – A CONSUMING ASSETS CORPORATION, a Texas corporation, on behalf of the corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26th day of May, 1977.

Janie M. Smith

Janie M. Smith, Notary Public
in and for Dallas County, Texas

My Commission Expires on June 1, 1977.

This Instrument prepared by:

Ben B. West
4300 First National Bank Building
Dallas, Texas 75202

EXHIBIT A

Attached to and Forming a Part of INSTRUMENT OF CONVEYANCE AND ASSIGNMENT (herein called the "Conveyance") dated as of May 26, 1977, by and between THE HOWARD CORPORATION, and AA DEVELOPMENT CORPORATION – A CONSUMING ASSETS CORPORATION.

This Exhibit A contains the specific descriptions of those Subject Interests which are referred to in this Conveyance as being specifically described in Exhibit A. This Exhibit A consists of four (4) parts, Part I, Part II, Part III and Part IV. Each part consists of Divisions for each state in which the Subject Interests covered by such part are located. Each Division is comprised of one or more Subdivisions for each county or parish in which such Subject Interests are located.

In the case of each Subject Interest described in Part I hereof, and in case of certain of the Subject Interests in Part III hereof, there is shown at the end of the legal description of each such Subject Interest (a) opposite the heading "Operating Interest," or words of similar import, the share of development and operating costs and expenses chargeable to Grantor by virtue of its ownership of such Subject Interest; (b) opposite the heading "Net Revenue Interest," or words of similar import, the decimal interest of Grantor in total production of Hydrocarbons produced and saved from or attributable to the lands covered thereby that accrues to the Subject Interest (after deducting all validly existing and applicable royalties, overriding royalties, production payments and other payments out of production); (c) opposite the heading "Operating Interest in Unit," or words of similar import, the decimal interest attributable to Grantor in the unit therein described on account of Grantor's interest in oil and gas leases or other operating interests being included in such unit; and (d) opposite the heading "Net Revenue Interest in Unit," or words of similar import, the decimal interest attributable to Grantor in the Hydrocarbons produced from the unit therein described on account of Grantor's interest in the Subject Interests being included in such unit, after deducting all royalties, overriding royalties, production payments and other charges and burdens against Grantor's interest in such unit. The Operating Interest, Net Revenue Interest, Operating Interest in Unit and Net Revenue Interest in Unit listed below each property specifically described in Part II and Part IV of this Exhibit A is the Operating Interest, Net Revenue Interest, Operating Interest in Unit and Net Revenue Interest in Unit of the owner of each property from which the net profit interest therein described is derived.

The Operating Interest, Net Revenue Interest, Operating Interest in Unit and Net Revenue Interest in Unit shall in no wise diminish or limit the Subject Interests conveyed by the Conveyance.

The recitations in the specific descriptions of the Subject Interests that certain of the interests are subject to specifically described agreements or other instruments shall not operate to subject any such interest to any such agreement or other instrument except to the extent that such agreement or other instrument is valid and presently subsisting with respect to such interest; nor shall the reference to any such agreement or other instrument be deemed to constitute a recognition by the parties that any such agreement or other instrument is valid except to the extent that such agreement or other instrument is presently in force and effect.

The Subject Interests are conveyed subject to all valid and presently subsisting easements and rights-of-way, either of record or on the ground, whether or not specifically described in this Exhibit A.

All references to recordation of instruments in various counties in the State of Oklahoma are to the records of the County Clerk of the particular county.

SUBLETTE COUNTY, WYOMING

DEAL 042

1. All right, title and interest of The Howard Corporation in and to certain oil and gas leases covering lands in Sublette County, Wyoming, to which Howard is entitled by virtue of that certain Operating Agreement, dated January 4, 1972, between Westrans Petroleum, Inc., as Operator, and The Howard Corporation and others as non-operators, said Operating Agreement covering the following leases (recording references are to the Oil and Gas Records of Sublette County, Wyoming):

   (a) USA Wyoming 2108
   Dated: November 1, 1966
   Recorded: Book 47, Page 373

   (b) USA Wyoming 8717
   Dated: October 1, 1967
   Recorded: Book 47, Page 510

   (c) USA Wyoming 3776
   Dated: February 1, 1967
   Recorded: Book 41, Page 445

   (d) USA Wyoming 15340
   Dated: October 1, 1968
   Recorded: Book 47, Page 505

   (e) USA Wyoming 2690
   Dated: December 1, 1966
   Recorded: Book 47, Page 447

Together with any and all interest of The Howard Corporation in and to any other oil and gas leases to which it is entitled under said Operating Agreement.

Federal 22-25 Well:
Operating Interest: .0045572
Net Revenue Interest: .0037596 (1)

Federal 33-25 Well:
Operating Interest: .006S344
Net Revenue Interest: .005638S4 (1)

Federal 33-24 Well:
Operating Interest: .006S344
Net Revenue Interest: .005638S4 (1)

Federal 22-31 Well:
Operating Interest: .006S344
Net Revenue Interest: .005638S4 (1)

2. All right, title and interest of The Howard Corporation in and to the operating rights under USA Lease E-025548, covering certain lands in Township 27 North, Range 112 West, Sublette County, Wyoming; being the same interest acquired by The Howard Corporation in two separate Assignments of Operating Rights from Belco Petroleum Corporation to Westrans Petroleum, Inc. and others dated, August 27, 1973.

(1) Revenue from ½ interest shown is going for repayment of funds advanced to drill wells.

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OIL AND GAS LEASE

AGREEMENT, Made and entered into this 24th day of January, 19 77
by and between Thomas Sanford, Individually and as Executor of the Estate of Robert B. Sanford, deceased, 837 N. Hawley Road, Apt. 1, Milwaukee, Wisconsin 53200, and Deborah Sanford, 1633 West 41st Street, Erie, Pennsylvania 16505

, 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 31N - R 111W	T 32N - R 111W
Sec. 1: Lots 3,4, S/2 NW/4, SW/4	Sec. 26: SW/4 SW/4
Sec. 2: Lots 1,2,3,4, S/2 NE/4, SE/4 NW/4	Sec. 27: S/2 NE/4, SE/4
E/2 SW/4, SE/4	Sec. 34: NE/4
Sec. 11: N/2 NE/4	Sec. 35: SE/4 NE/4, W/2 NE/4, NW/4, S/2
Sec. 12: N/2 NW/4	

and containing 2038.97 acres, more or less.

It is agreed that this lease shall remain in force for a term of 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 First Federal S & L Ass'n of Erie #00-046108 Bank at 1202 State Street, Erie, Pa.
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 10 acres for the production of oil or 640 acres for the production of gas to include a governmental survey in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing of record a pooling declaration or instrument identifying and describing the pooled acreage. The production of pooled substances and operations 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, 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-1021-10

Compliance [redacted] any now or hereafter existing act, bill [redacted] purporting to be enacted by any F[redacted] 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.

Thomas Sanford, Individually and as Executor of the Estate of Robert B. Sanford, Deceased (SEAL)

Deborah Sanford (SEAL)

STATE OF Wisconsin }
COUNTY OF Milwaukee } 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 January, 19 77, personally appeared Thomas Sanford, Individually and as Executor of the Estate of Robert B. Sanford, Deceased, to 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 Feb. 28, 1978
(SEAL)

Notary Public

STATE OF Pennsylvania }
COUNTY OF Erie } 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 23rd day of January, 19 77, personally appeared Deborah Sanford and, to 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

Notary Public

(SEAL)

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

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

18818

This instrument was filed for record on the 6
day of June, 1977, at
9:00 o'clock A. M., and duly recorded in
Volume 54 Misc. Page 136
of the records of this office
Elsie Opfer
County Clerk.
By Ellen Wampler
Deputy.

$3.50

When recorded return to

128

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 4th day of NOVEMBER, 1976
by and between Thomas Sanford, Individually and as Executor of the Estate of Robert B. Sanford, deceased, 837 N. Hawley Road, Apt. 1, Milwaukee, Wisconsin 53200, and Deborah Sanford, 1638 West 41st Street, Erie, Pennsylvania 16505

, 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 33 N - R 111 W
Sec.5: W½SW¼, SE¼SW¼, SW¼SE¼
6: Lots 5, 6, SE¼NW¼, SE¼, NE¼SW¼
8: NE¼NW¼, N½NE¼

and containing 597.48 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten (10) 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, 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 lessee's credit in the First Federal S. & L. Ass'n of Erie #00-046108 Bank at 1202 State Street, Erie, Pa. 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 succeeding 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 10 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 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, completion or cessation thereof, and whether or not situated on the leased premises, 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 rents. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

[redacted] [redacted] [redacted]

4W-1021-6

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 amount 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 those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

Thomas Sanford (SEAL)
THOMAS SANFORD, Individually and as (SEAL)
Executor of the Estate of Robert B. (SEAL)
Sanford, Deceased (SEAL)

Deborah Sanford (SEAL)
DEBORAH SANFORD (SEAL)
(SEAL)
(SEAL)

STATE OF WISCONSIN } SS.
COUNTY OF MILWAUKEE }

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 5th day of November, 1977, personally appeared Thomas Sanford, Individually and as Executor and of the Estate of Robert B. Sanford, Deceased, to 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 July Commission Expires Feb. 28, 1978

Notary Public

(Seal)

STATE OF PENNSYLVANIA } SS.
COUNTY OF ERIE }

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 23rd day of November July, 19 77, personally appeared Deborah Sanford, to 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

Notary Public

(Seal)

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

(SEAL)

Notary Public.

My Commission expires.

16819

This instrument was filed for record on the 6 day of December, 1977 at 9:00 o'clock A M., and duly recorded in Volume 521 Misc. Page 128 of the records of this office.

Helen A. Yahn
County Clerk.

By Ellen Wampler
Deputy

When recorded return to

INTER-AMERICAN PET. CORP. JAN 31 '77
RECEIVED

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 4th day of NOVEMBER, 76
by and between Thomas Sanford, Individually and as Executor of the Estate of Robert B. Sanford, deceased, 837 N. Hawley Road, Apt. 1, Milwaukee, Wisconsin 53200, and Deborah Sanford, 1638 West 41st Street, Erie, Pennsylvania 16505 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 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, or either of them, is produced from said land by the lessee, its successors and assigns.

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

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

Second. To pay lessor one-eighth (1/8) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on 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 (1/8) of the market value at the well for gas produced from any oil well and used on 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 4th day of November, 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 Federal S & L Ass'n. of Erie #00-046108 Bank at 1202 State Street, Erie, Pa.
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 bank, the sum of Thirty-nine and 98/100 - ($39.98) 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 for the first rental period, but also the lessee's option of extending that period as aforesaid, and any and all other rentals herein provided for 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 payment 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 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 succeeding 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 payments. 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 payments 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 not produced oil and gas or either of them in paying quantities, if such well is diligently prosecuted after the end of the primary term of this lease, and if 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, either 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 the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of the well at the time of the pooling. The maximum amount of such pooled production from one well, or 320 acres each for the production of oil or 640 acres each for the production of gas, as the case may be, plus a tolerance of ten percent of the maximum area of 40 acres for the production of oil or 640 acres for the production of gas to include any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by lessee's execution, and filing for record in the [illegible] of the county in which the pooled land is situated, a declaration of pooling describing the pooled tract or unit. Any portion of a unit so pooled, including the [illegible] and operation of a well thereon, shall be treated, as to all parts of the land so pooled, as if the same were included in this lease and operations conducted thereon, or production therefrom, or royalties paid to lessor from any part of said unit, shall satisfy any requirement contained in this lease as to operations conducted upon or production from the land covered hereby. There shall be allocated to the land covered by this lease within any such unit such proportion of the total production of unitized substances, after deducting any used in lease or unavoidably lost, as the number of surface acres covered by this lease and included in the unit bears to the total acreage in the unit. Operations conducted and production had or sold, and shall have the same effect, except for the payment of royalty, as provided herein, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall be based upon production of unitized substances allocated to the land covered by this lease, and only in the proportion, that lessor's acreage interest in the land covered hereby is pooled 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 the 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 upon which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, [redacted] or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations thereunder. [redacted]

LW-1084-A

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.

THOMAS SANFORD, Individually and as Executor of the Estate of Robert B. Sanford, deceased (SEAL)

DEBORAH SANFORD (SEAL)

STATE OF WISCONSIN
COUNTY OF MILWAUKEE } SS.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of November, 1977, personally appeared Thomas Sanford, Individually and as Executor of the Estate of Robert B. Sanford, deceased, to 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 Feb. 28, 1978
(Seal)

Notary Public

STATE OF PENNSYLVANIA
COUNTY OF ERIE } SS.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of November, 1977, personally appeared Deborah Sanford, 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
(Seal)

Notary Public

State of
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

Notary Public.

My Commission expires

This instrument was filed for record on the 10th day of May, 1978, at 1:20 o'clock P. M. and duly recorded in Volume 2169 Page 130 of the records of this office.

Weld County, Colorado
By Judith A. Chaplin Deputy

When recorded return to

Form L. B. 88 Revised

OIL AND GAS LEASE

TATLOCK'S, INC. Manufacturers of Law Blanks Denver 2, Colorado

THIS AGREEMENT, Entered into this the 19th day of May 19 77

between Alvin E. Pearson, Jr., and Lillian I. Pearson, husband and wife, Box 210, Daniel, Wyoming, and Lillian D. Allen and Paul Allen, wife and husband, Box 606, Pinedale, Wyoming hereinafter called lessor

and Belco Petroleum Corporation, 445 Union Blvd, Lakewood, Colorado 80226 hereinafter called lessee, does witness:

* 1. That lessor, for and in consideration of the sum of Ten and More Dollars ($ 10.00), in hand paid, and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted and leased and hereby grants, leases and lets unto the lessee for the purpose of mining and operating for and producing oil and gas, casinghead gas and casinghead gasoline, laying pipe lines, building tanks, storing oil, building powers, stations, telephone lines and other structures thereon to produce, save, take care of and manufacture all of such substances, and for housing and boarding employees, the following described tract of land in Sublette County, Wyoming to-wit: *See attached sheet for additional acreage description

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

Section 31: S½, N½NW¼, Lots 3 and 4; Section 32: S½NE¼, SW¼

in Section , Township , Range , and containing 849.73 Net acres, more or less

2. This lease shall remain in force for a term ending 19th May, 1982, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline, or any of them is produced.

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

4. The lessee shall 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 at the end of each 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 on said land or for gas, on a consolidated leasehold estate of which this land is a part thereof, as contemplated in paragraph 9, are not commenced on or before May 19, 1978 this lease shall terminate as to both parties unless the lessee shall on or before that date, pay or tender to the lessor, or to the lessor's credit in the Rock Springs National Bank Bank at Rock Springs, Wyoming 82901 or its successors, which bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease, regardless of changes of ownership in said land or in the oil and gas, or in the rentals to accrue thereunder, the sum of Eight hundred forty-nine and 73/100 Dollars ($ 849.73) which shall operate as rental and cover the privilege of deferring the commencement of drilling operations for a period of one year. In like manner and upon like payments or tenders, the commencement of drilling operations may be further deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.

6. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes, on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount herein above provided; and in this event the preceding paragraphs hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

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

8. The lessee shall have the right to use free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.

9. As to the gas leasehold estate hereby granted (excluding casinghead gas produced from oil wells), lessee is expressly granted the right and privilege to consolidate said gas leasehold with any other adjacent or contiguous gas leasehold estates to form a consolidated gas leasehold estate which shall not exceed a total area of 640 acres; and in the event lessee exercises the right and privilege of consolidation, as herein granted, the consolidated gas leasehold estate shall be deemed, treated and operated in the same manner as though the entire consolidated leasehold estate were originally covered by and included in this lease, and all royalties which shall accrue on gas (excluding casinghead gas produced from oil wells), produced and marketed from the consolidated estate, including all royalties payable hereunder, shall be prorated and paid to the lessors of the various tracts included in the consolidated estate in the same proportion that the acreage of each said lessor bears to the total acreage of the consolidated estate, and a producing gas well on any portion of the consolidated estate shall operate to continue the oil and gas leasehold estate hereby granted so long as gas is produced therefrom.

10. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessee and it has been furnished with the written transfer or assignment or a certified copy thereof.

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 accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that, in the event this lease shall be assigned as to a part or as to parts of the above described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said land upon which the said lessee or any assignee hereof shall make due payment of said rentals. If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties, and their respective successors in title.

12. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

13. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence drilling operations at any time while this lease is in force, this lease shall remain in force and its term shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

14. If, within the primary term of this lease, the well or wells on the leased premises, or on the consolidated gas leasehold estate, shall cease to be productive, this lease shall not terminate, provided operations for the drilling of a well on the leased premises, or on the consolidated gas leasehold estate, shall be commenced before or on the next ensuing rental payment date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. It is agreed, however, that the completion of a well producing or capable of producing gas, upon the property hereinabove described, or the inclusion of such property in a consolidation unit producing or capable of producing gas as provided by paragraph number 9 hereof, shall constitute full and complete development with respect to the gas leasehold estate hereby granted. If, upon, or after the expiration of the primary term of this lease, the well or wells on the leased premises, or on the consolidated gas leasehold estate, shall be incapable of producing, this lease shall not terminate provided lessee resumes operations for drilling a well on the leased premises or on the consolidated gas leasehold estate within one hundred twenty (120) 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.

15. It is contemplated and agreed by both lessor and lessee that this lease shall at all times and in all respects be subject to valid orders, rules and regulations of any duly constituted authority having jurisdiction of the subject matter hereof.

All of the terms, conditions, and stipulations shall extend to and be binding on all the heirs, grantees, administrators or assigns of said Lessor and Lessee.

IN WITNESS WHEREOF, we sign the day and year first above written.

Witness:

Alvin E. Pearson Jr.

Lillian I. Pearson

Lillian D. Allen

Paul Allen

STATE OF [redacted]YOMING
COUNTY OF SUBLETTE

[redacted]LEDGMENT FOR INDIVIDUAL (Kan[redacted] and Colo.)

Before me, the undersigned, a Notary Public, within and for said county and state, on this 19th day of May, 19 77, personally appeared ALVIN B. PEARSON, JR. and xxx LILLIAN I. PEARSON, husband and wife, and LILLIAN C. ALLEN and PAUL ALLEN, wife and husband,

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.

FAYE RAMMONS - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My commission expires Nov. 22, 1979

My commission expires

Faye Rammons
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. 45995

OIL AND GAS LEASE

FROM

TO

Date

Section Twp. Rge.

No. of Acres Term

County

STATE OF Wyoming
County of Sublette } ss.

This instrument was filed for record on the 10 day of June A. D., 19 77
at 9:00 o'clock A. M., and duly recorded
in Book 54 Page 132 of
the records of this office.
Register of Deeds.
By Edna Lou Bamble

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

Notary Public.

* Paragraph 1 (Additional Acreage Recitation)
Township 33 North, Range 111West, 6th P.M.

Section 5: Lots 1, 2, 3, 4, S½N½, N½S½, SW¼SW¼
Section 6: Lots 1, 2, and 3

Township 34 North, Range 111 West, 6th P.M.
Section 19: Lots 1, 2, 3, E½W½, W½SE¼, SE¼SE¼, excepting for all portions of Lot 1, Lot 2, NE¼SW¼, and W½SE¼ lying North and East of the center line of the Green River, and the westerly 7 Acres of that part of the S½ lying North of the Center line of the Green River, containing 73 Acres more or less.
Section 30: N½SE¼, NE¼ less tract described as follows: commencing at a point 1900' north of and 70.00' west of the E ¼ corner of section 30, thence north 208.20' thence west 208.20' thence south 208.20' thence east 208.20' to a point of beginning and containing 1 Acre.

Township 34 North, Range 112 West, 6th P.M.
Section 25: E½SW¼

Paragraph 16

Item 1: In the event that any test well is drilled by Belco Petroleum Corporation on subject lands, Belco Petroleum Corporation agrees to fence off any drilling mud pits.

Item 2: In the event that any test well drilled by Belco Petroleum Corporation on subject lands encounters significant fresh water flow and Belco Petroleum elects to abandon said well, lessor shall have option to take over said well and complete same as a water well providing; that the lessor is able to obtain the necessary permits and authorizations from the Federal, State, and County Regulatory Agencies having jurisdiction therefore at and lessors sole cost and expense, and lessor agrees to hold Belco harmless for any liability or cost incurred or in any matter connected with lessor's use or operations of said drill hole after same is released to lessor."

Item 3: In the event that any test well is drilled by Belco Petroleum Corporation on subject lands and access roads to the drilling site are built and Belco Petroleum Corporation elects to abandon said well, the lessor has the right to accept said access roads to the drilling site for his own personal use and Belco Petroleum Corporation will not be held liable for damages for said roads or in the event the lessor elects not to accept said access roads, Belco Petroleum Corporation will restore said disturbed lands to as natural condition as is reasonable.

[redacted]SSIGNMENT OF OVERRI[redacted] ROYALTY AFFECTING [redacted]

UNITED STATES OIL AND GAS LEASE W-45254

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Kenneth M. Britt, P. O. Box 810, Jackson, MS 39205

....., 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
Martha W. Gerald	P. O. Box 158 Jackson, MS 39205	one-tenth of two and seven-tenths (.27%) percent

10-2218

RECORDED June 10 1977 9:00 A M
IN BOOK 59 Misc. Grnt. PAGE 135
FEES $4.50 Lois G. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Ellen Wampler

Being in all a total of an undivided one-tenth of two and seven-tenths (.27%) percent overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

TOWNSHIP 38 NORTH, RANGE 113 WEST, 6th Prin. Mer.

Section 18: SE/4

Containing 160.00 acres, more or less.

WITNESS our hands this 14th day of May, 1976.

Witnesses:

.....

.....

Kenneth M. Britt

.....

STATE OF Mississippi
} ss.
COUNTY OF Hinds

On the 14th day of May, 19 76, before me personally appeared Kenneth M. Britt the signor of the above instrument, who duly acknowledged to me that he executed the same.

.....
Notary Public

My commission expires:

.....

Residing in Jackson, Mississippi

OIL & GAS FORM NO. 3
PETROLEUM INVESTMENT

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness: Assignee:

..... as to Martha W. Gerald

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

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

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

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

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

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

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

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

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

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

[redacted] ASSIGNMENT OF OVERRI[redacted]G ROYALTY AFFECTIN[redacted]

UNITED STATES OIL AND GAS LEASE W-45254

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Kenneth M. Britt, P. O. Box 810, Jackson, Mississippi 39205

....., 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. Carpenter	425 Whitney Bank Building New Orleans, LA 70130	40% of 2.7%

137737

RECORDED June 10 1977 9:00 AM
IN BOOK 54 Misc. Rec. PAGE 137
FEES $4.50 Louise Lake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen Wampler.

Being in all a total of an undivided forty percent (40%) of two and seven-tenths percent (2.7%) 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 113 WEST, 6th Prin. Mer.

Section 18: SE/4

Containing 160.00 acres, more or less.

WITNESS our hands this 16th day of February, 1977

Witnesses:

KENNETH M. BRITT

STATE OF MISSISSIPPI }
COUNTY OF HINDS } ss.

On the 16th day of February, 1977, before me personally appeared KENNETH M. BRITT the [illegible] of the above instrument, who duly acknowledged to me that he executed the same.

Notary Public

My commission expires:
[illegible], Expires Oct. 14, 1978

Residing in Jackson, Mississippi

137

Produc[redacted] [redacted] [redacted]

5th APRIL 77

by and between Hamilton Farms, Inc. and Dempsey J. Barron, of P.O. Box 1606, Panama City, Florida 32401

(whether one or more) and

hereinafter called lessee.

WITN[illegible] the parties of the first part (lessors, whether one or more) [illegible] cash in hand paid, [illegible] and the [illegible] by these presents do grant [illegible] and let unto the said lessee, its successors and assigns, for the purpose of surveying by geological, geophysical or other methods, mining and operating for oil and gas, [illegible] and all other products, all that certain [illegible] boundary lines thereof, situate in the County of Sublette

State of Wyoming, to-wit:

160750

RECORDED [illegible] 1977 [illegible] M
IN BOOK [illegible] PAGE 134
FEES $6.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Ellen Wamplet

T 34 N - R 112 W
Sec. 7: SE¼SE¼
8: E½SW¼, SW¼SW¼
13: W½SE¼
14: N½
24: NE¼
25: N½, N½SE¼, E½SW¼
26: NE¼NE¼

and containing 1,240.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten (10) years from this date (hereinafter called "primary term") and as long thereafter as oil or gas, or either of them, is produced from said land hereunder by the lessee, its successors and assigns.

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

First: To deliver, duly [illegible] lessors, 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 any such one-eighth royalty oil and pay lessor the market price for all oil of like grade and quality prevailing in the field on the day such oil is run into pipe lines or into storage tanks.

Second: To pay lessors 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 one-eighth of the gas so sold or used, provided that lessee shall 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 (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 casinghead gasoline or dry commercial gas.

If no well be commenced on said land on or before the 5th day of April 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 Commercial Bank in Panama City Bank at P.O. Drawer 2100, Panama City, Fl. 32401 or its successor or successors, which may banks with which it may be merged, or consolidated, or which shall succeed to the business of said 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 two hundred forty and no/100 - - - - - - - - - - - - - - - - - ($1,240.00) - - - - - - DOLLARS, which shall operate as the consideration for a like privilege of deferring the commencement of a well for the [illegible] said date. In like manner and upon like consideration the commencement of a well may be further deferred for like periods 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 [illegible] may be exercised, but also the consideration for all the further rights or deferred. Rentals may be paid [illegible] by mail, [illegible] mailed on or before the rental paying date shall be deemed a timely tender thereof [illegible] Notwithstanding the death of the lessor, or his successors in interest, the payment or tender of rentals in the manner [illegible] to the heirs, devisees, executors and administrators of [illegible].

If prior to the discovery of oil or gas on said land there should be a dry hole or holes on the land or on [illegible] and during the primary term, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of [illegible] 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 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 manner hereinbefore provided, and it is agreed that upon the 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 payments. This lease may also be kept in force if production ceases at any time after discovery [illegible] days prior to the beginning of the last year of the primary term and rental payment or operations are necessary to [illegible] during the remainder of the primary term.

If at any time after the expiration of the primary term of this lease, there is a well on the lands covered hereby, or on other lands with which said lands or any part thereof 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 this lease or its [illegible], 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, next ensuing after the expiration of ninety (90) days from the date the well was shut in, unless prior to such date the lessee shall have commenced operations for reworking or drilling a well thereon or shall have resumed the production of gas therefrom. In like manner, on or before each succeeding anniversary date while any such payment date while such gas well remains shut-in, lessee shall pay or tender as royalty in the same amount and manner, a shut-in gas royalty. A shut-in gas well shall be any well capable of producing in paying quantities which is not connected to a pipeline or used. In lieu of the above shut-in royalty payments hereunder, lessee may pay or tender such royalty, in the manner above specified, at any time or times within the year next preceding the date on which such payment is due. Lessee's failure to properly pay shut-in royalty shall render lessee liable for the amount due, but shall not operate to terminate this lease except in the manner [illegible] provided. For purposes of this lease, the term "gas well" shall include any well capable of producing natural gas, condensate, distillate, or any gaseous substances, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any anniversary date of this lease if within the primary term, or any subsequent anniversary date if [illegible] the primary term, or any anniversary date of this lease on which royalty payment is specified herein.

If said lessor owns a smaller interest in said 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. Moreover, such rentals shall be increased at the option of lessee, [illegible] lessor has been notified of any outstanding interest [illegible] the interest so acquired.

Lessee is hereby granted 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 lessor, lessee shall bury its pipe lines below plow depth [illegible] and shall pay for damages caused by its operations to buildings and improvements on said premises of the lessor.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (a) any well [illegible] during 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 on the leased premises, 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 as to oil and gas, or either of them, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production or drilling, 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. Units established hereunder shall be in a number of units not exceeding [illegible] as to any one well, or such greater number as may be modified or required by any Federal or State law, order, rule or regulation for the drilling or operation of the well, or for obtaining the maximum allowable from any well, or 80 acres each for the production of natural gas from any one well, or the maximum area of gas, whichever is greater, plus a tolerance of ten percent, and a maximum area of 80 acres for the production of oil or gas, or either of them, from any one well, plus a tolerance of ten percent, to include additional acreage in any one unit as a result of subdivision or lot or portion thereof. Such pooling shall be effected by lessee executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated, for the purposes of royalty and development and operation as though the whole unit were covered by this lease. In lieu of the royalties elsewhere herein specified, including shut-in royalties, lessee shall pay on production from any unit so pooled royalty only on that portion of the production, whether it be from one or more wells, which the number of acres in the pooled unit covered by this lease and included therein bears to the total number of acres in the pooled unit. Production, drilling or reworking operations or royalties payments under any unit which includes all or a part of the land covered by this lease shall have the same effect with respect to this lease as operations conducted upon or royalties payments made with respect to the land covered by this lease. In the event that said above described lands or any part thereof, shall hereafter be operated under any cooperative or unit plan of development or operation approved by any governmental authority and pursuant to such plan a unit is established for any formation or horizon, production from such unit shall maintain this lease in force during the term of this lease only as to the formation or horizon included in the unit and only as to the land committed to the unit, and operations conducted thereon or production therefrom shall not maintain this lease in force as to any other formation or horizon or any other land. Lessee shall execute any document reasonably necessary to effectuate a pooling or unitization hereunder. For the purpose of computing royalties to lessor on gas, and on condensate recovered at or near the surface in separating gas from liquid hydrocarbons, if any, lessee shall use the fair field price paid for gas produced from the same field (or if there be no such price then in effect, the highest price paid for gas produced in the general area by the largest purchaser thereof), due consideration being had to the quality thereof.

AM-1151-1

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

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not 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.

HAMILTON FARMS, INC. (SEAL)

BY: [signature] (SEAL)

President (SEAL)

ATTEST: [signature] (SEAL)

Secretary (Seal)

[signature] (SEAL)

DEMPSEY J. BARRON (SEAL)

(SEAL)

(SEAL)

STATE OF FLORIDA
COUNTY OF BAY } 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 April, 1977, personally appeared Dempsey J. Barron and ..., to 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 [illegible]

(Seal) [signature] 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 FLORIDA
County of BAY } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 29th day of April A. D. 19 77, before me personally appeared Hamilton G. Kenner, to me personally known, who, being by me duly sworn, did say that he is the President of Hamilton Farms, 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 President acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 29th day of April, A. D. 19 77.

(SEAL) [signature] Notary Public.

My Commission expires [illegible]

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

By ...
Deputy

140

130

Form 3120-1 [redacted]
(August 1961)
(Formerly 4-1175)
PRAIRIE PUBLISHING CO., CASPER [redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number [redacted]
W-58737

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease
May 1, 1977

New Serial Number

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

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

(name) ABO PETROLEUM CORPORATION

(address) 207 South Fourth Street
Artesia, New Mexico 88210

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

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Township 35 North, Range 113 West, 6th Prin Mer

Section 4: Lots 1, 2, 3, 4, SW¼NW¼
Section 5: Lots 1, 2, 3, 4, S½N½
Section 8: W½NE¼, W½W½, SE¼NW¼, NE¼SW¼
Section 17: SE¼NW¼
Section 18: Lots 1, 2, 3, 4, NE¼, E½W½, SE¼SE¼
Section 19: Lot 1, NE¼NE¼, NE¼NW¼, SE¼SW¼, E½SE¼
Section 20: S½NE¼, SE¼NW¼

Containing 1704.52 acres, more or less

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%

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

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

3% (Three Per Cent)

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 24th day of May, 19 77.

Margaret B. Shortt
(Assignor's Signature)
Margaret B. Shortt

207 South Fourth 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:

16-7787

RECORDED [illegible] 19 [illegible]
IN BOOK [illegible] PAGE [illegible]
FEES $ [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age *and* a citizen of the United States? [X] Yes [ ] No

b. Is the assignee a corporation or other legal entity? [X] Yes [ ] No *(If "yes," specify kind)*

A Corporation

c. If a corporation, attach qualifications or if already on file, give serial number of case file. W56943

2. Is the assignee the sole party in interest in this assignment? [X] Yes [ ] No *(If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)*

3. Is the filing fee of $10 attached? [X] Yes [ ] No

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

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

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

This form is submitted in lieu of official Form 3120–13 and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3120–13

Executed this 24th day of May, 19 77 ABO PETROLEUM CORPORATION

ATTEST:

(Assignee's Signature) President

with acknowledgment added Secretary

207 S. 4th Street - Artesia, New Mexico 88210
(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 are required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there *must* be full compliance with the regulations 43 CFR 3123.2.

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

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

5. *Effect of assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1–6 relate to assignments of such leases or interests therein.

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

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

STATE OF NEW MEXICO }
COUNTY OF EDDY } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 24th day of May, 19 77, personally appeared Margaret B. Shortt

and

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

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

My Commission Expires 7-21-79

Notary Public

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, That EDWARD POITEVENT and wife, BRUCE B. POITEVENT, 28th Floor, 225 Baronne Street, New Orleans, Louisiana 70112

hereinafter 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, hereinafter, 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.

160788

RECORDED Dec 15 19 77 8:24 AM
IN BOOK 240 PAGE 12
FEES $5.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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.

[redacted] [redacted] [redacted]

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That CSG EXPLORATION COMPANY, whose address is Post Office Box 25128, Oklahoma City, Oklahoma 73125, hereinafter called "ASSIGNOR", for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby assign, transfer, sell and convey unto GAS SERVICE ENERGY CORPORATION, whose address is 2460 Pershing Road, Kansas City, Missouri 64108, hereinafter referred to as "ASSIGNEE", an undivided SIX AND ONE-FOURTH PERCENT (6.25%) of all right, title and interest in and to that certain State of Wyoming Oil and Gas Lease bearing Serial Number 72-16592 dated August 2, 1972, from The State of Wyoming, as lessor, to UV Industries, Inc., as lessee, insofar as said lease covers the following described lands located in Sublette County, Wyoming, to-wit:

Township 36 North, Range 112 West
Section 16: All

Containing 640.00 acres, more or less,

hereinafter sometimes referred to as the "Assigned Premises", together with a like interest in and to all of the wells thereon and personal property thereon or therein and used in connection with the operations of the assigned premises for oil, gas and mining purposes.

It is specifically understood and agreed that the interest hereby assigned shall bear its proportionate part of all overriding royalty interests and other lease burdens previously reserved or conveyed of record, and that this Assignment is subject to all of the terms, conditions and restrictions contained in the following described instruments:

1. Assignment from UV Industries, Inc. (formerly United States Smelting, Refining and Mining Company), as assignor, to Carl F. Smith, as assignee, dated October 28, 1975, recorded in the Office of Public Lands, State of Wyoming, on February 2, 1976, and approved by the Board of Land Commissioners of the State of Wyoming on February 5, 1976, covering the above described lease.

2. Assignment from Carl F. Smith, as assignor, to Enserch Exploration, Inc., as assignee, dated November 28, 1975, recorded in the Office of Public Lands, State of Wyoming, on February 2, 1976, and approved by the Board of Land Commissioners of the State of Wyoming on February 5, 1976, covering the above described lease.

3. Assignment from Enserch Exploration, Inc., as assignor, to Belco Petroleum Corporation, as assignee, dated May 10, 1976, covering the above described lease.

4. Assignment from Belco Petroleum Corporation, as assignor, to CSG Exploration Company, as assignee, dated June 7, 1976, covering the above described lease.

This Assignment is made without warranty of title, either express or implied.

Made and Executed this 15th day of June, 1976.

CSG EXPLORATION COMPANY

By _____
W. A. Hull, Attorney-in-Fact

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

Before me, the undersigned Notary Public within and for said County and State, on this 15th day of June, 1976, personally appeared W. A. Hull, to me personally well known, who stated that he is the Attorney-in-Fact for CSG EXPLORATION COMPANY, a corporation, and is duly authorized in such capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he so signed, executed and delivered said foregoing instrument as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, uses and purposes therein mentioned and set forth.

In testimony whereof I have hereunto set my hand and official seal this 15th day of June, 1976.

Florene Coffey, Notary Public

(Seal)

My commission expires October 19, 1979.

Power of Attorney from CSG Exploration Company to W. A. Hull recorded in Book 1 Power of Attorney, Page 309, of the records of Sublette County, Wyoming.

Assignment approved by the Board of LandCommissioners August 5, 1976 without binding the State for the payment of any overriding royalty, and further, that approval shall not operate as any change or modification of any of the terms and conditions of the lease, and without the State assuming any responsibility for the carrying out of the terms of the assignment. Assignment recorded in the Office of Public Lands August 6, 1976.
fb

Return to Legal Department:

Gas Service Energy Corporation
2460 Pershing Road
Kansas City, Missouri 64108

181788

RECORDED Aug 6 1976 KCSM
IN BOOK 4 (a) (j) PAGE 615
FEES $4.50 Lucy J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Ellen Wamplier

NORTHWEST PIPELINE CORPORATION

TO JOHN CHRISTMANN
1500 Broadway Suite #800
Lubbock, Texas 79401

MEMORANDUM
DATED:
FILED:
RECORDED:

$9.00

May 3, 1977 9:00A
135PR
No. 492584

MEMORANDUM GIVING NOTICE OF GAS PURCHASE CONTRACT

STATE OF WYOMING

COUNTY OF LINCOLN & SUBLETTE

WHEREAS, NORTHWEST PIPELINE CORPORATION ("Northwest") and John Christmann, as Seller, made and entered into a certain Gas Purchase Contract dated March 11, 1977, (the "Gas Purchase Contract") providing for the sale by Seller to Northwest of gas to be produced and saved from the Seller's perperties in Lincoln and Sublette Counties, 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 ou in said Contract.

181823

RECORDED May 11 19 77 9:00 AM
IN BOOK 5-9 Misc PAGE 147
FEES $ 6.00 Sandra Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Ellen Hansen

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 25th day of January 197Z.

NORTHWEST PIPELINE CORPORATION

ATTEST:

By R. W. Keener VP

ASSISTANT SECRETARY

JOHN J. CHRISTMANN

ATTEST:

By John J. Christmann

STATE OF Texas

COUNTY OF Lubbock

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Lloyd L Christmas, an individual, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4th day of March, 1977

Anita Bridgeman
Notary Public
Residing at Lubbock

ANITA BRIDGEMAN

My Commission expires 6-1-77

STATE OF Texas

COUNTY OF Lubbock

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, an individual, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25th day of February, 1977

Dorothy Smithers
Notary Public
Residing at Lubbock

My Commission expires June 30, 1978

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act 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 _____ day of _____, 197__.

_____
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 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 28th day of March, 1977.

Karen Sanders
Notary Public
Residing at

My Commission Expires June 20, 1978

EXHIBIT A

GAS PURCHASE CONTRACT

DATED March 11, 1970

between

NORTHWEST PIPELINE CORPORATION

and

JOHN J. CHRISTMANN

Description	County and State	Gross Acres	Interest	Net Acres	Lease Expiration Date
T26N,R113W6ht PM Sec. 3: SW/4	Lincoln, Wyo.	160	100%	160	HBP
T28N,R114W,6th P.M. Sec.15: W/2 SE/4 Sec. 22:NW/4 NE/4	Sublette, Wyo.	120	100%	120	12/18/79

NORTHWEST PIPELINE CORPORATION

TO: EXXON CORPORATION
Post Office Box 2180
Houston, Texas 77001

MEMORANDUM
DATED:
FILED:
RECORDED:

MEMORANDUM GIVING NOTICE OF GAS PURCHASE CONTRACT

STATE OF WYOMING

COUNTY OF SUBLETTE

WHEREAS, NORTHWEST PIPELINE CORPORATION, ("Northwest"), a Delaware Corporation, and EXXON CORPORATION, a New Jersey Corporation, as "Seller", made and entered into a certain Gas Purchase Contract dated December 22, 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.

160824
RECORDED June 17 1977 9:00 M
IN BOOK 2 PAGE 153
FEES $ [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Ellen Crumpton

This Memorandum shall not be deemed to enlarge, restrict or change the rights-of-way 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 16th day of May 1977.

"NORTHWEST"

ATTEST:

NORTHWEST PIPELINE CORPORATION

By:

Date Executed: 5/16/77

Approved as to form
Law Dept.

"SELLER"

ATTEST:

EXXON CORPORATION

By:

Date Executed:

Assistant Secretary
Natural Gas Department
Exxon Corporation
(a Division of Exxon Corporation)

APPROVED
Form

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 16th day of May, 1977.

Dorothy Jensen
Notary Public
Residing at

My Commission expires April 30, 1978

STATE OF Indiana

COUNTY OF Vanderburgh

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared W. RAY BOOTH, APPROVAL ON MANAGEMENT, 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 Director, Division of Liquid Operations, 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 28th day of April, 1977.

Myrtle M. Heise
Notary Public
Residing at

MYRTLE M. HEISE
Notary Public, In and
For Vanderburgh County, Indiana

My Commission expires January 1, 1979

EXHIBIT A

GAS PURCHASE CONTRACT

DATED December 22, 1976

between

NORTHWEST PIPELINE CORPORATION

and

EXXON CORPORATION

Description	County and State	Gross Acres	Interest	Net Acres	Lease Expiration Date
	Sublette County, Wyoming	428.71	50.0%	214.355	

Section 17-28N-114W
SW/4, W/2 SE/4

Section 20-28N-114W
N/2 NW/4, NW/4 NE/4

The above hereby limited as to depth to formations above the base of the Frontier Formation.

Form 3160-5
(February 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1399

Serial No.
WY-57506

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

UNION Inc.
P. O. Box 2100
Denver, Colorado 80201

16 MAR

RECORDED MARCH 28 19 77 9:40 AM
IN BOOK 30 M-O PAGE 157
FEES $ 8.25 Paid
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Ellen Dowell

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective *(date)* February 1, 1977, 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)*

SEE ATTACHED RIDER

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 1.19%

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

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* Four percent of eight-eighths (4% 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 24th day of APRIL, 19 77

Stan F. Waliszek
(Assignor's Signature)
Stan F. Waliszek SS#018-18-1211

Box 3056
(Assignor's Address)

Jane M. Waliszek
Jane M. Waliszek SS#304-12-2832

Fullerton, California 92634
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

Assignment approved effective JUN 1 0 1977

By [signature]
(Authorized Officer)

157

(Title)

JUN 1 0 1977
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions of the sheet of both sides of this official form and comply with the provisions of 43 CFR 3106

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 $25 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 $25 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 [illegible] 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 ow[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 agreements, if any, *must* be filed no later than fifteen (15) day[redacted]ling assignment.

[redacted] [redacted] [redacted]

RIDER

W-57506

Township 29 North, Range 105 West, 6th Prin. Mer.
Section 5: Lot 4
Section 6: Lots 1, 2, 3, 4, 5, 6, 7
Section 7: Lots 1, 2, 3, 4
Section 18: Lots 1, 2, 3, 4

Township 30 North, Range 105 West, 6th Prin. Mer.
Section 30: Lots 1, 2, 4
Section 31: Lots 1, 2, 3, 4

Township 29 North, Range 106 West, 6th Prin. Mer.
Section 1: Lots 1, 2, 3, 4
Section 2: Lots 1, 2, 3, 4

Containing 1,183.92 acres, more or less, in Sublette County, Wyoming.

Stan F. Waliszek — Date: APR 26 1977
Stan F. Waliszek

Jane H. Waliszek — Date: APR 26 1977
Jane H. Waliszek

Subject to the provisions and conditions of this paragraph, ASSIGNEE shall have the right to relinquish and surrender the oil and gas lease hereby assigned either in whole or in part, at any time or from time to time, or to allow it to terminate for non-payment of rentals, 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 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 ten (10) day period, or if the same is not approved as an assignment by the Bureau of Land Management for any reason, then ASSIGNEE shall be privileged to relinquish and surrender said lease, or to allow it to terminate for non-payment of rentals, without liability whatsoever.

Provided, however, subject to the above, nothing herein contained shall be construed as limiting or impairing the rights of either party hereunder to assign said lease or any part thereof and the rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to their heirs, successors and assigns. In the event of any such assignment in whole or in part, Assignor shall look solely to the owner of said lease or any part thereof for liability for breach of any obligation by said owner hereunder.

Date APR 26 1977

Signed Stan F. Waliszek
Stan F. Waliszek
Jane M. Waliszek
Jane M. Waliszek

CO, NE, NM, & WY

STATE OF California)
) ss.
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 26th day of April, 1977, by Stan F. Waliszek and Jane M. Waliszek.

WITNESS My hand and official seal.

LLOYD WILSON
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires February 25, 1980

Lloyd Wilson
Notary Public

My commission expires: Feb. 25 1980

[redacted]

[redacted] 1976 at 4 P.M.
IN BOOK 5 (1 6 C PAGE 1 6 1
FEES $ 17.50 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

ASSIGNMENT OF LEASE OPERATING RIGHTS

THIS ASSIGNMENT OF LEASE OPERATING RIGHTS, made and entered into effective as of the 26th day of January, 1976, 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 PETRO-SEARCH, INC., whose address is 825 Petroleum Club Building, Denver, Colorado 80202, C F BRAUN & CO, whose address is 1000 South Fremont, Alhambra, California 91802, THE GRAYROCK CORPORATION, whose address is ~~1407 Main~~ 606 Mercantile Dallas Bldg., Dallas, Texas ~~75202~~ 75201, ADOBE OIL & GAS CORPORATION, whose address is ~~1700 Broadway,~~ 717 United Bank Center, Denver, Colorado 80202, and NRM PETROLEUM CORPORATION, whose address is 900 Building of the Southwest, Midland, Texas 79701, hereinafter collectively called "OPERATOR";

WITNESSETH:

WHEREAS, OWNER owns and holds those certain oil and gas leases listed on Exhibit A attached hereto and by this reference made a part hereof, insofar as said leases embrace the lands in Sublette County, State of Wyoming, particularly described on Exhibit A; and

WHEREAS, heretofore, OWNER and OPERATOR executed that certain Assignment of Lease Operating Rights, dated January 26, 1976, covering an undivided one-half (1/2) interest in and to said leases, to a depth specified therein, and said parties are now desirous of entering into an additional lease operating agreement covering the other undivided one-half (1/2) interest in and to said leases, to said depth, 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 to OPERATOR, and OPERATOR hereby accepts, an undivided one-half (1/2) of the rights and privileges granted by the terms of said oil and gas leases or any extensions or renewals thereof, insofar and only insofar as said leases cover the lands particularly described in said Exhibit A from the surface to a depth that is the stratigraphic equivalent of 8,650 feet, as

encountered in the Petro-Search 21-32 Federal Well, located in the SW¼SE¼ (Lot 19) of Section 32, Township 28 North, Range 114 West, Sublette County, Wyoming. Sometimes hereinafter the title and depth of OPERATOR granted by the terms of this paragraph is called "OPERATOR'S full 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:

Petro Search, Inc.	25%
C F Braun & Co	25%
The Grayrock Corporation	25%
Adobe Oil & Gas Corporation	12.50%
NRM Petroleum Corporation	12.50%

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, 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 the right to exchange its reserved overriding royalty interest for an undivided working interest in OPERATOR'S full interest zone.

2. 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 or attributable to, the OPERATOR'S full interest zone under the leases shown on Exhibit A from Initial Participating Area "A" for the Frontier Formation, under the Fogarty Creek Unit Agreement, dated effective April 2, 1975, such overriding royalty to be in addition to any other overriding royalty or similar burden on said leases.

Said overriding royalty shall be effective as of the date of first production from said initial participating area 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 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 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.

3. Right to Exchange. At such time as the total proceeds or value of the production from the aforesaid Petro-Search #1-32 Federal Well shall equal all of the costs of drilling, completing and equipping said well for production into the pipeline plus the expense of operating said 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 overriding royalty interest hereinabove reserved for an undivided one-half (1/2 of 8/8ths) of all of the working interest rights and privileges in and to OPERATOR'S full interest zone in the lands and leases described in Exhibit A hereto, said interest to be subject to a proportionate share of any overriding royalty burdening said leases as of the effective date of this assignment, and, in addition thereto, a proportionate interest in and to said Petro-Search #1-32 Federal Well and the equipment and personal property used on or in connection with said well equal to fifty percent (50%) of the fractional participation of said leases, on an acreage basis, in Initial Participating Area "A" for the Frontier Formation, under the Fogarty Creek Unit Agreement, dated effective April 2, 1975. 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 following payout.

Upon acceptance of this agreement, OPERATOR shall furnish to OWNER an itemized statement of the costs of drilling, completing and equipping the aforesaid Petro-Search #1-32 Federal Well and of operating said well from the date of completion through the preceding calendar quarter, together with a statement of accumulative production and proceeds from the sale of production to that time. No less frequently than quarterly thereafter until payout, OPERATOR shall furnish to OWNER an itemized statement of the costs of operation and of oil and gas produced and the proceeds realized from the sale of production from said well.

4. 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.

5. Joint Operating Agreement. If OWNER makes the election to exchange hereinabove provided, the interests of OWNER and OPERATOR in OPERATOR'S full interest zone and any operations therein or thereon shall be governed by that certain joint operating agreement for the Fogarty Creek Unit Area, dated effective April 2, 1975, by and between the parties hereto, among others. In the event of conflict between this lease operating agreement and said joint operating agreement, this lease operating agreement shall prevail.

OWNER shall not be liable at any time for any part of the cost of drilling, testing, completing and initially equipping for production (including the cost of delivery line to a pipeline) the aforesaid Petro-Search #1-32 Federal Well.

6. 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 lawful market price in the locality if OWNER has no posted price, or at the prevailing lawful market price in the locality if said posted price is lower than the prevailing lawful 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 effective date of this assignment. Said option shall not apply to oil used by OPERATOR for operating purposes on the premises described on Exhibit A.

OWNER shall have for a period of twenty-one (21) years from the effective date hereof a preferential right to enter into a contract to purchase the gas (casinghead and gas-well gas) produced from or allocated to the lands and leases assigned hereunder, except gas used for operating purposes thereon, subject to the following:

If OPERATOR elects to sell said gas production and shall receive a bona fide offer acceptable to OPERATOR to purchase such production, OPERATOR shall promptly furnish OWNER written notice thereof, and OWNER shall have fifteen (15) days after receipt of such notice to elect to enter into a contract to purchase such gas on the same terms and conditions of such offer.

If OWNER shall fail to notify OPERATOR within said fifteen (15) days that it elects to exercise its option to purchase said gas production, then OWNER shall have no right to purchase the gas during the contract term. If OWNER elects not to exercise its said option and for any reason

[redacted] [redacted] [redacted]

OPERATOR shall not thereafter accept said offer, or if OPERATOR shall accept said offer and the resulting contract expires or is terminated within the period of this reservation, then in either event the foregoing reservation of a preferential right to enter into a contract to purchase the gas shall continue in full force and effect and said right shall apply with respect to any new offer for such gas within the aforementioned twenty-one (21) year period, all as more particularly described above.

7. 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 payments 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.

8. Ad Valorem Taxes. Ad valorem taxes, if any, shall not be apportioned for the year 1975. For the year 1976, OWNER shall be reimbursed by OPERATOR for any ad valorem taxes paid by OWNER on the interests herein conveyed. 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.

9. Notices. All notices required or permitted under this agreement shall be given to OWNER at OWNER'S address first shown above and to OPERATOR in care of Petro-Search, Inc., at its address shown above. For the purpose of this paragraph, the address of any party may be changed by giving written notice to the other parties.

10. 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.

11. 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.

12. 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.

13. Federal Lands Provision. The undersigned agree that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 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.

IN WITNESS WHEREOF, this agreement is executed this 28th day of March, 1977, effective as of the day and year first hereinabove written.

EXXON CORPORATION

By _____
Attorney in Fact

-OWNER-

ATTEST:

By _____
N. H. Monce, Ass't. Secretary

PETRO-SEARCH, INC.

By _____
George B. Judd, Vice President

C F BRAUN & CO

By _____
ATTORNEY-IN-FACT

ATTEST:

_____
Secretary-Treasurer

THE GRAYROCK CORPORATION

By _____
John S. Nichols, Vice President

ATTEST:

By _____
Secretary

ADOBE OIL & GAS CORPORATION

By _____
Vice President

ATTEST:

By _____

NRM PETROLEUM CORPORATION

By _____
PRESIDENT

-OPERATOR-

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by A. A. PHILLIPS, as Attorney in Fact of EXXON CORPORATION, this 30th day of March, 1977.

WITNESS my hand and official seal.

My commission expires:
July 5, 1977

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by _____
George B. Judd, as Vice President
of PETRO-SEARCH, INC., this 9th day of June, 1977.

WITNESS my hand and official seal.

My commission expires:
December 16, 1979

Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

The foregoing instrument was acknowledged before me by C L
MURPHY, as ATTORNEY IN FACT
of C F BRAUN & CO, this 2/6 day of MAY, 1977.

WITNESS my hand and official seal.

OFFICIAL SEAL
KAREN J. DUFFORD
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires April 10, 1981

My commission expires:
April 10, 1981

Notary Public

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me by _____
John S. Nichols, as Vice President
of THE GRAYROCK CORPORATION, this 2nd day of June, 1977.

WITNESS my hand and official seal.

My commission expires:
10-15-78

Thomas Russell
Notary Public

STATE OF TEXAS)
) ss.
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me by H. R. Holcomb, as Vice President of ADOBE OIL & GAS CORPORATION, this 6th day of June, 1977.

WITNESS my hand and official seal.

Jan Watson
Notary Public

My commission expires:
5-31-79

STATE OF TEXAS)
) ss.
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me by D. G. Griffin, as President of NRM PETROLEUM CORPORATION, this 8th day of June, 1977.

WITNESS my hand and official seal.

My commission expires:

Notary Public

EXHIBIT A
TO
ASSIGNMENT OF LEASE OPERATING RIGHTS
Dated March 28, 1977, Effective January 26, 1976

1. Federal Oil and Gas Lease Serial No. W-0317227-A, dated June 1, 1965, insofar as said lease covers the following described land in Sublette County, Wyoming:

Township 28 North, Range 114 West, 6th P. M.

Section 33: $SW\frac{1}{4}NW\frac{1}{4}SW\frac{1}{4}$

containing 10.00 acres, more or less.

2. Federal Oil and Gas Lease Serial No. W-0317228, dated June 1, 1965, insofar as said lease covers the following described land in Sublette County, Wyoming:

Township 28 North, Range 114 West, 6th P. M.

Section 32: Lots 11, 12, 13, $SE\frac{1}{4}$ of Lot 14

containing 130.89 acres, more or less.

3. Federal Oil and Gas Lease Serial No. W-0317229, dated June 1, 1965, insofar as said lease covers the following described land in Sublette County, Wyoming:

Township 28 North, Range 114 West, 6th P. M.

Section 32: $S\frac{1}{2}$ of Lot 8, Lot 9, $S\frac{1}{2}$ of Lot 10

containing 80.55 acres, more or less.

United States Department of the Interior
GEOLOGICAL SURVEY
P.O. BOX 2859
CASPER, WYOMING 82602

IN REPLY REFER TO

78

June 1, 1977

Davis Oil Company
c/o Unitization Specialists
204 Midwest Building
Casper, Wyoming 82601

Gentlemen:

The Ferry Island unit agreement, Sublette County, Wyoming was approved on June 1, 1977. This agreement has been designated No. 14-08-0001-16082, and is effective as of the date of approval.

Enclosed are five copies of the approved unit agreement for your records. We request that you furnish the State of Wyoming and all other interested principals with appropriate evidence of this approval.

Sincerely yours,

C. J. Curtis
Area Oil and Gas Supervisor

Enclosures

160850

RECORDED June 20 1977 2:00 PM
IN BOOK 3409 PAGE 111
FEES $129.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen Wampler

[redacted] [redacted] [redacted]

9 W

11.79

G. A. HILL

9

(14)

W-34949

AUSTRAL

15

(20)

OIL PARTICIPATIONS, INC.

10

15

(2)

14

R 109 W

T 29 N

COMPANY INCORPORATED

29

AUSTRAL

32

33

8

W-7577 A

27.63 | 16.07 | 23.78 | 21.82 | 19.86 | 17.87 | 15.84 | 13.82 | 11.79

6 — 372.73

OIL PART.

5 — 379.32

23.50

25.70

25.83

25.91

25.97

1

7 — 533.76

8

9

G. A. HILL

14

25.05

W-7571

OIL PART

OIL PART.

26.15

26.31

W-7577

18 — 595.56 — BAUMGARTNER OIL COMPANY

17

26.47

AUSTRAL

W-34949

AUSTRAL OIL COMPANY INCORPORATED

W-7578

AUSTRAL

W-7577 A

W-8108

DAVIS OIL COMPANY, ET AL

W-33082
DAVIS, ET AL

W-8109
F & L CO.

W-46979

W-7571
OIL PART

BAUMGARTNER OIL COMPANY

OIL PART.

OIL PART.

OIL PART.

OIL PART.

42.32
41.60
41.23
40.76
40.43
40.30
40.18
40.08

30
646.16

31
640.97

29

32

37.84
36.80
32.60
27.68
454.92

16.07
23.78
21.82
19.86
372.73

6

23.50
25.70
25.83
25.91
25.97
26.03
26.16
25.31

7
583.75

18
583.56

12

13

(8) (9) (10) (11) (19) (1) (7) (17)

W-52792

26.47
4
26.33

W-7577

W-7572

OIL PART.

1
26.75
2
26.86
3
26.96
4
27.07

24

(11)

W-6109

19
587.64

(16)

W-42280

20

21

(3)

W-7573

22

OIL PART.

OIL PART.

1
27.12
2
27.12
3
27.12
4
27.12

(13)

25

W-9631
DAVIS, ET AL

(18)

W-52792

30
588.48

29

(5)

28

27

1
27.15
2
27.23
3
27.29

31
589.04

32

OIL PART.

33

(6)

34

R 11 O W

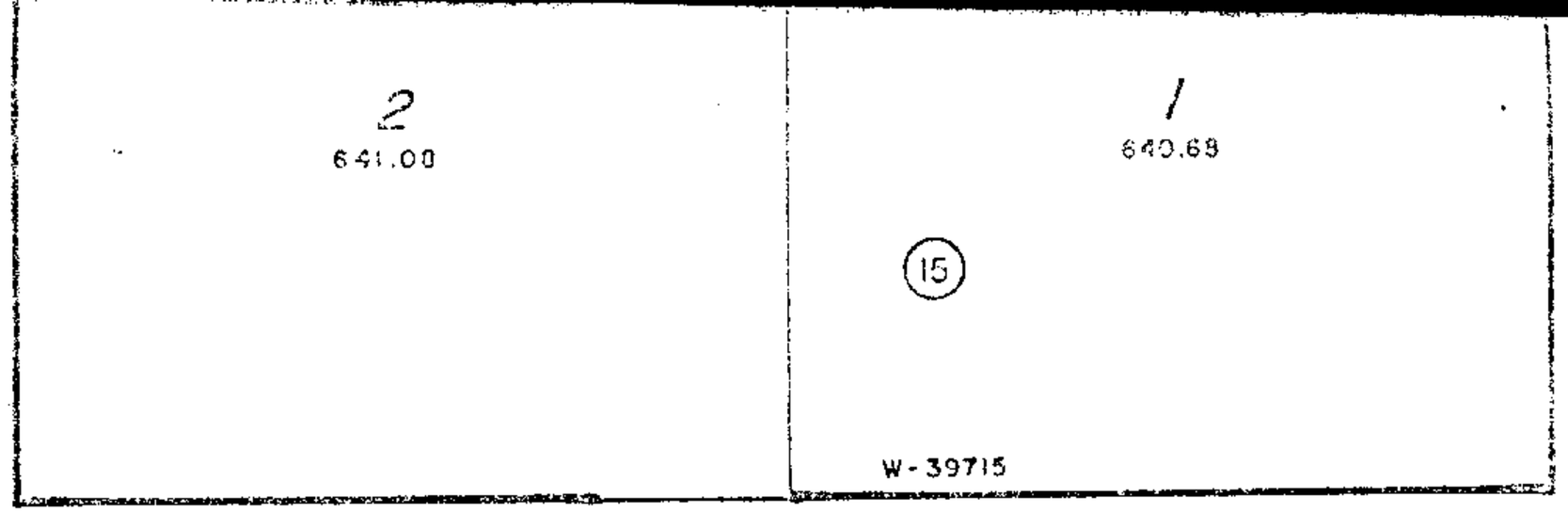
W-7570

R 10S

Exhibit "A"

FERRY ISLAND UNIT

Sublette County, Wyoming



27

N

	Federal	25,244.74	95.17 %
	State	1,280.00	4.83 %
	Total	26,524.74	100.00 %

W-7572

OIL PART.

OIL PART.

N

21

22

23

24

R 108 W

3

OIL PART.

36.59

2

36.65

3

30

625.72

36.71

4

36.77

1

36.83

2

36.89

3

31

627.68

12

36.95

4

37.01

W-3769

27

26

25

4

W-7574

AUSTRAL

PART.

33

34

35

36

20

67-6734

6

W-7576

4

3

2

1

3

2

1

130

MAY 16 1977

CASPER, WYOMING

CERTIFICATION -- DETERMINATION

Pursuant to the authority vested in the Secretary of the Interior, under the act approved February 25, 1920, 41 Stat. 437, as amended, 30 U. S. C. secs. 181, et seq., and delegated to the Oil and Gas Supervisors of the Geological Survey, (33 F. R. 5812), I do hereby:

A. Approved the attached agreement for the development and operation of the Ferry Island Unit Area, County of Sublette, State of Wyoming.

B. Certify and determine that the unit plan of development and operation contemplated in the attached agreement is necessary and advisable in the public interest for the purpose of more properly conserving the natural resources.

C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of all Federal leases committed to said agreement are hereby established, altered, changed or revoked to conform with the terms and conditions of this agreement.

Dated June 1, 1977

Oil and Gas Supervisor
United States Geological Survey

Contract Number 14-08-0001-16082

APPROVAL - CERTIFICATION - DETERMINATION

UNIT AGREEMENT

FOR THE

FERRY ISLAND UNIT AREA

SUBLETTE COUNTY, WYOMING

Effective as to State of Wyoming Lands, to wit:

T28N-R109W

Section 16: All
Section 36: All

1,280.00 acres

Pursuant to the statutory authority vested in the Board of Land Commissioners of the State of Wyoming under Section 36.74, Wyoming Statutes, 1957, the Board of Land Commissioners of the State of Wyoming hereby takes the following action:

(a) Finds and determines that the Ferry Island Unit Agreement is necessary and advisable in the public interest; that the same is in the interest of conservation of natural products and required by the public convenience and necessity, and that the interests of the State of Wyoming will be best served thereby, wherefore regardless of acreage limitations, hereby joins in said Unit Agreement on behalf of the State of Wyoming.

(b) Certifies that lands of the State of Wyoming committed to the Ferry Island Unit Agreement shall, from the effective date thereto and concurrently therewith until termination of the Unit Agreement, be subject thereto and that the term of each State lease now in force as to said State lands shall be extended and is hereby extended beyond the term thereof until said Unit Agreement is terminated.

(c) Certifies, pursuant to authority to modify and change all terms of State leases to conform to cooperative or unit plans of development and operation, that the drilling, producing and royalty requirements of State leases committed to the Ferry Island Unit Agreement shall be and are hereby altered and changed to conform said requirements to the provisions of said agreement.

This APPROVAL - CERTIFICATION - DETERMINATION is subject to the following conditions:

(1) That the Unit Agreement herein referred to is made subject to the laws of the State of Wyoming and the United States of America, and at all times shall be construed in conformity with the laws of the State of Wyoming and the United States of America.

(2) That, inasmuch as the said Unit Agremenet is designated in the public interest in the conservation of natural resources, with due regard for the vested rights of the sovereign state therein, and also to timely and equitably determine and allocate the production of these natural resources among those rightfully entitled to enjoy the same, rht right of the State of Wyoming to fully protect its interests shall in no way or manner be abrogated by the fact that the State of Wyoming joins in this agreement; provided, that the State of Wyoming, by reserving the right of jurisdiction over its lands, in no way intends to interfere with the legitimate development of the lands contained in this unit plan as outlined in said Unit Agreement.

(3) That the said Unit Agreement shall become effective only as to those State lands now or hereafter included within the limits of the unit area and as to which the respective lessees and the then approved working and royalty interests shall subscribe to this agreement.

Ferry Island Unit Area
Sublette County, Wyoming

EXECUTED on behalf of the State of Wyoming, acting by and through its Board of Land Commissioners, in conformity with proper authority and resolutions passed by said Board of Land Commissioners, on this 5th day of May, 1977, being signed by the Governor, President of the Board of Land Commissioners, countersigned by the Commissioner of Public Lands, Secretary of the Board of Land Commissioners, and the seal of the Board of Land Commissioners being affixed thereto this 5th day of May, 1977.

Original Signed
ED HERSCHLER

Governor
President, Board of Land Commissioners

Countersigned:

(Original Signed) - A. E. King

Commissioner of Public Lands

UNIT AGREEMENT

FOR THE DEVELOPMENT AND OPERATION

OF THE

FERRY ISLAND UNIT AREA

COUNTY OF SUBLETTE

STATE OF WYOMING

NO. _____

THIS AGREEMENT, entered into as of the 21st day of April, 1977, by and between the parties subscribing, ratifying, or consenting hereto, and herein referred to as the "parties hereto",

W I T N E S S E T H:

WHEREAS, the parties hereto are the owners of working, royalty, or other oil and gas interests in the unit area subject to this agreement; and

WHEREAS, the Mineral Leasing Act of February 25, 1920, 41 Stat. 437, as amended, 30 U. S. C. Secs. 181 et seq., authorizes Federal lessees and their representatives to unite with each other, or jointly or separately with others, in collectively adopting and operating a cooperative or unit plan of development or operation of any oil or gas pool, field, or like area, or any part thereof for the purpose of more properly conserving the natural resources thereof whenever determined and certified by the Secretary of the Interior to be necessary or advisable in the public interest; and

WHEREAS, the parties hereto hold sufficient interests in the Ferry Island Unit Area covering the land hereinafter described to give reasonably effective control of operations therein; and

WHEREAS, it is the purpose of the parties hereto to conserve natural resources, prevent waste and secure other benefits obtainable through development and operation of the area subject to this agreement under the terms, conditions and limitations herein set forth;

NOW, THEREFORE, in consideration of the premises and the promises herein contained, the parties hereto commit to this agreement their respective interests in the below-defined unit area, and agree severally among themselves as follows:

1. ENABLING ACT AND REGULATIONS. The Mineral Leasing Act of February 25, 1920, as amended, supra, and all valid pertinent regulations, including operating and unit plan regulations, heretofore issued thereunder or valid, pertinent, and reasonable

regulations hereafter issued thereunder are accepted and made a part of this agreement as to Federal lands, provided such regulations are not inconsistent with the terms of this agreement; and as to non-Federal lands, the oil and gas operating regulations in effect as of the effective date hereof governing drilling and producing operations, not inconsistent with the terms hereof or the laws of the State in which the non-Federal land is located, are hereby accepted and made a part of this agreement.

2. UNIT AREA. The area specified on the map attached hereto marked exhibit A is hereby designated and recognized as constituting the unit area, containing 26,524.74 acres, more or less.

Exhibit A shows, in addition to the boundary of the unit area, the boundaries and identity of tracts and leases in said area to the extent known to the Unit Operator. Exhibit B attached hereto is a schedule showing to the extent known to the Unit Operator the acreage, percentage, and kind of ownership of oil and gas interests in all land in the unit area. However, nothing herein or in said schedule or map shall be construed as a representation by any party hereto as to the ownership of any interest other than such interest or interests as are shown in said map or schedule as owned by such party. Exhibits A and B shall be revised by the Unit Operator whenever changes in the unit area render such revision necessary, or when requested by the Oil and Gas Supervisor, hereinafter referred to as "Supervisor" and not less than five copies of the revised exhibits shall be filed with the Supervisor.

The above-described unit area shall when practicable be expanded to include therein any additional lands or shall be contracted to exclude lands whenever such expansion or contraction is deemed to be necessary or advisable to conform with the purposes of this agreement. Such expansion or contraction shall be effected in the following manner:

(a) Unit Operator, on its own motion or on demand of the Director of the Geological Survey, hereinafter referred to as "Director," after preliminary concurrence by the Director, shall prepare a notice of proposed expansion or contraction describing the contemplated changes in the boundaries of the unit area, the reasons therefor, and the proposed effective date thereof, preferably the frist day of a month subsequent to the date of notice.

(b) Said notice shall be delivered to the Supervisor, and copies thereof mailed to the last known address of each working interest onwer, lessee, and lessor whose interests are affected, advising that 30 days will be allowed for subaission to the

Unit Operator of any objections.

(c) Upon expiration of the 30-day period provided in the preceding item (b) hereof, Unit Operator shall file with the Supervisor evidence of mailing of the notice of expansion or contraction and a copy of any objections thereto which have been filed with the Unit Operator, together with an application in sufficient number, for approval of such expansion or contraction and with appropriate joinders.

(d) After due consideration of all pertinent information, the expansion or contraction shall, upon approval by the Supervisor, become effective as of the date prescribed in the notice thereof.

(e) All legal subdivisions of lands (i.e., 40 acres by Government survey or its nearest lot or tract equivalent; in instances of irregular surveys unusually large lots or tracts shall be considered in multiples of 40 acres or the nearest aliquot equivalent thereof), no parts of which are entitled to be in a participating area on or before the fifth anniversary of the effective date of the first initial participating area established under this unit agreement, shall be eliminated automatically from this agreement, effective as of said fifth anniversary, and such lands shall no longer be a part of the unit area and shall no longer be subject to this agreement, unless diligent drilling operations are in progress on unitized lands not entitled to participation on said fifth anniversary, in which event all such lands shall remain subject hereto for so long as such drilling operations are continued diligently, with not more than 90 days' time elapsing between the completion of one such well and the commencement of the next such well. All legal subdivisions of lands not entitled to be in a participating area within 10 years after the effective date of the first initial participating area approved under this agreement shall be automatically eliminated from this agreement as of said tenth anniversary. All lands proved productive by diligent drilling operations after the aforesaid 5-year period shall become participating in the same manner as during said 5-year period. However, when such diligent drilling operations cease, all nonparticipating lands shall be automatically eliminated effective as of the 91st day thereafter. The Unit Operator shall within 90 days after the effective date of any elimination hereunder, describe the area so eliminated to the satisfaction of the Supervisor and promptly notify all parties in interest.

If conditions warrant extension of the 10-year period specified in this subsection 2(e), a single extension of not to exceed 2 years may be accomplished by

consent of the owners of 90% of the working interests in the current nonparticipating unitized lands and the owners of 60% of the basic royalty interests (exclusive of the basic royalty interests of the United States) in nonparticipating unitized lands with approval of the Director, provided such extension application is submitted to the Director not later than 60 days prior to the expiration of said 10-year period.

Any expansion of the unit area pursuant to this section which embraces lands theretofore eliminated pursuant to this subsection 2(e) shall not be considered automatic commitment or recommitment of such lands.

3. UNITIZED LAND AND UNITIZED SUBSTANCES. All land committed to this agreement shall constitute land referred to herein as "unitized land" or "land subject to this agreement." All oil and gas in any and all formations of the unitized land are unitized under the terms of this agreement and herein are called "unitized substances."

4. UNIT OPERATOR. Davis Oil Company is hereby designated as Unit Operator and by signature hereto as Unit Operator agrees and consents to accept the duties and obligations of Unit Operator for the discovery, development, and production of unitized substances as herein provided. Whenever reference is made hereto to the Unit Operator, such reference means the Unit Operator acting in that capacity and not as an owner of interest in unitized substances, and the term "working interest owner" when used herein shall include or refer to Unit Operator as the owner of a working interest when such an interest is owned by it.

5. RESIGNATION OR REMOVAL OF UNIT OPERATOR. Unit Operator shall have the right to resign at any time prior to the establishment of a participating area or areas hereunder, but such resignation shall not become effective so as to release Unit Operator from the duties and obligations of Unit Operator and terminate Unit Operator's rights as such for a period of 6 months after notice of intention to resign has been served by Unit Operator on all working interest owners and the Supervisor, and until all wells then drilled hereunder are placed in a satisfactory condition for suspension or abandonment whichever is required by the Supervisor; unless a new Unit Operator shall have been selected and approved and shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of said period.

Unit Operator shall have the right to resign in like manner and subject to like limitations as above provided at any time a participating area established hereunder is in existence, but, in all instances of resignation or removal, until a successor Unit Operator is selected and approved as hereinafter provided, the working interest

owners shall be jointly responsible for performance of the duties of Unit Operator, and shall not later than 30 days before such resignation or removal becomes effective appoint a common agent to represent them in any action to be taken hereunder.

The resignation of Unit Operator shall not release Unit Operator from any liability for any default by it hereunder occurring prior to the effective date of its resignation.

The Unit Operator may, upon default or failure in the performance of its duties or obligations hereunder, be subject to removal by the same percentage vote of the owners of working interests as herein provided for the selection of a new Unit Operator. Such removal shall be effective upon notice thereof to the Supervisor.

The resignation or removal of Unit Operator under this agreement shall not terminate its right, title, or interest as the owner of a working interest or other interest in unitized substances, but upon the resignation or removal of Unit Operator becoming effective, such Unit Operator shall deliver possession of all wells, equipment, materials, and appurtenances used in conducting the unit operations to the new duly qualified successor Unit Operator or to the common agent, if no such new Unit Operator is elected, to be used for the purpose of conducting unit operations hereunder. Nothing herein shall be construed as authorizing removal of any material, equipment and appurtenances needed for the preservation of any wells.

6. SUCCESSOR UNIT OPERATOR. Whenever the Unit Operator shall tender his or its resignation as Unit Operator or shall be removed as hereinabove provided, or a change of Unit Operator is negotiated by working interest owners, the owners of the working interests in the participating area or areas according to their respective acreage interests in such participating area or areas, or, until a participating area shall have been established, the owners of the working interests according to their respective acreage interests in all unitized land, shall by majority vote select a successor Unit Operator: Provided, That, if a majority but less than 75 per cent of the working interests qualified to vote are owned by one party to this agreement, a concurring vote of one or more additional working interest owners shall be required to select a new operator. Such selection shall not become effective until

(a) a Unit Operator so selected shall accept in writing the duties and responsibilities of Unit Operator, and

(b) the selection shall have been approved by the Supervisor.

If no successor Unit Operator is selected and qualified as herein provided, the

Director at his election may declare this unit agreement terminated.

7. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT. If the Unit Operator is not the sole owner of working interests, costs and expenses incurred by Unit Operator in conducting unit operations hereunder shall be paid and apportioned among and borne by the owners of working interests, all in accordance with the agreement or agreements entered into by and between the Unit Operator and the owners of working interests, whether one or more, separately or collectively. Any agreement or agreements entered into between the working interest owners and the Unit Operator as provided in this section, whether one or more, are herein referred to as the "unit operating agreement." Such unit operating agreement shall also provide the manner in which the working interest owners shall be entitled to receive their respective proportionate and allocated share of the benefits accruing hereto in conformity with their underlying operating agreements, leases, or other independent contracts, and such other rights and obligations as between Unit Operator and the working interest owners as may be agreed upon by Unit Operator and the working interest owners; however, no such unit operating agreement shall be deemed either to modify any of the terms and conditions of this unit agreement or to relieve the Unit Operator of any right or obligation established under this unit agreement, and in case of any inconsistency or conflict between this unit agreement and the unit operating agreement, this unit agreement shall govern. Three true copies of any unit operating agreement executed pursuant to this section should be filed with the Supervisor, prior to approval of this unit agreement.

8. RIGHTS AND OBLIGATIONS OF UNIT OPERATOR. Except as otherwise specifically provided herein, the exclusive right, privilege, and duty of exercising any and all rights of the parties hereto which are necessary or convenient for prospecting for, producing, storing, allocating, and distributing the unitized substances are hereby delegated to and shall be exercised by the Unit Operator as herein provided. Acceptable evidence of title to said rights shall be deposited with said Unit Operator and, together with this agreement, shall constitute and define the rights, privileges, and obligations of Unit Operator. Nothing herein, however, shall be construed to transfer title to any land or to any lease or operating agreement, it being understood that under this agreement the Unit Operator, in its capacity as Unit Operator, shall exercise the rights of possession and use vested in the parties hereto only for the purposes herein specified.

9. DRILLING TO DISCOVERY. Within 6 months after the effective date hereof, the Unit Operator shall begin to drill an adequate test well at a location approved by the Supervisor, unless on such effective date a well is being drilled conformably with the terms hereof, and thereafter continue such drilling diligently until 350 feet below the top of the Frontier formation has been tested or until at a lesser depth unitized substances shall be discovered which can be produced in paying quantities (to wit: quantities sufficient to repay the costs of drilling, completing, and producing operations, with a reasonable profit) or the Unit Operator shall at any time establish to the satisfaction of the Supervisor that further drilling of said well would be unwarranted or impracticable, provided, however, that Unit Operator shall not in any event be required to drill said well to a depth in excess of 15,800 feet. Until the discovery of a deposit of unitized substances capable of being produced in paying quantities, the Unit Operator shall continue drilling one well at a time, allowing not more than 6 months between the completion of one well and the beginning of the next well, until a well capable of producing unitized substances in paying quantities is completed to the satisfaction of said Supervisor or until it is reasonably proved that the unitized land is incapable of producing unitized substances in paying quantites in the formations drilled hereunder. Nothing in this section shall be deemed to limit the right of the Unit Operator to resign as provided in Section 5, hereof, or as requiring Unit Operator to commence or continue any drilling during the period pending such resignation becoming effective in order to comply with the requirements of this section. The Supervisor may modify the drilling requirements of this section by granting reasonable extensions of time when, in his opinion, such action is warranted.

Upon failure to commence any well provided for in this section within the time allowed, including any extension of time granted by the Supervisor, this agreement will automatically terminate; upon failure to continue drilling diligently any well commenced hereunder, the Supervisor may, after 15-days notice to the Unit Operator, declare this unit agreement terminated.

10. PLAN OF FURTHER DEVELOPMENT AND OPERATION. Within 6 months after completion of a well capable of producing unitized substances in paying quantities, the Unit Operator shall submit for the approval of the Supervisor an acceptable plan of development and operation for the unitized land which, when approved by the Supervisor, shall constitute the further drilling and operating obligations of the Unit Operator under this agreement for the period specified therein. Thereafter, from

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time to time before the expiration of any existing plan, the Unit Operator shall submit for the approval of the Supervisor a plan for an additional specified period for the development and operation of the unitized land.

Any plan submitted pursuant to this section shall provide for the exploration of the unitized area and for the diligent drilling necessary for determination of the area or areas thereof capable of producing unitized substances in paying quantities in each and every productive formation and shall be as complete and adequate as the Supervisor may determine to be necessary for timely development and proper conservation of the oil and gas resources of the unitized area and shall:

(a) specify the number and locations of any wells to be drilled and the proposed order and time for such drilling; and

(b) to the extent practicable specify the operating practices regarded as necessary and advisable for proper conservation of natural resources.

Separate plans may be submitted for separate productive zones, subject to the approval of the Supervisor.

Plans shall be modified or supplemented when necessary to meet changed conditions or to protect the interests of all parties to this agreement. Reasonable diligence shall be exercised in complying with the obligations of the approved plan of development. The Supervisor is authorized to grant a reasonable extension of the 6 month period herein prescribed for submission of an initial plan of development where such action is justified because of unusual conditions or circumstances. After completion hereunder of a well capable of producing any unitized substances in paying quantities, no further wells, except such as may be necessary to afford protection against operations not under this agreement and such as may be specifically approved by the Supervisor, shall be drilled except in accordance with a plan of development approved as herein provided.

11. PARTICIPATION AFTER DISCOVERY. Upon completion of a well capable of producing unitized substances in paying quantities or as soon thereafter as required by the Supervisor, the Unit Operator shall submit for approval by the Supervisor a schedule, based on subdivisions of the public-land survey or aliquot parts thereof, of all land then regarded as reasonably proved to be productive in paying quantities; all lands in said schedule on approval of the Supervisor to constitute a participating area, effective as of the date of completion of such well or the effective date of this unit agreement, whichever is later. The acreages of both Federal and non-Federal

lands shall be based upon appropriate computations from the courses and distances shown on the last approved public-land survey as of the effective date of each initial participating area. Said schedule shall also set forth the percentage of unitized substances to be allocated as herein provided to each tract in the participating area so established, and shall govern the allocation of production commencing with the effective date of the participating area. A separate participating area shall be established for each separate pool or deposit of unitized substances or for any group thereof which is produced as a single pool or zone, and any two or more participating areas so established may be combined into one, on approval of the Supervisor. When production from two or more participating areas, so established, is subsequently found to be from a common pool or deposit said participating areas shall be combined into one effective as of such appropriate date as may be approved or prescribed by the Supervisor. The participating area or areas so established shall be revised from time to time, subject to like approval, to include additional land then regarded as reasonably proved to be productive in paying quantities or necessary for unit operations, or to exclude land then regarded as reasonably proved not to be productive in paying quantities and the schedule of allocation percentages shall be revised accordingly. The effective date of any revision shall be the first of the month in which is obtained the knowledge or information on which such revision is predicated, provided, however, that a more appropriate effective date may be used if justified by the Unit Operator and approved by the Supervisor. No land shall be excluded from a participating area on account of depletion of the unitized substances, except that any participating area established under the provisions of this unit agreement shall terminate automatically whenever all completions in the formation on which the participating area is based are abandoned.

It is the intent of this section that a participating area shall represent the area known or reasonably estimated to be productive in paying quantities; but regardless of any revision of the participating area, nothing herein contained shall be construed as requiring any retroactive adjustment for production obtained prior to the effective date of the revision of the participating area.

In the absence of agreement at any time between the Unit Operator and the Supervisor as to the proper definition or redefinition of a participating area, or until a participating area has, or areas have, been established as provided herein, the portion of all payments affected thereby shall be impounded in a manner mutually

acceptable to the owners of working interests and the Supervisor. Royalties due the United States shall be determined by the Supervisor and the amount thereof shall be deposited, as directed by the Supervisor, to be held as unearned money until a participating area is finally approved and then applied as earned or returned in accordance with a determination of the sum due as Federal royalty on the basis of such approved participating area.

Whenever it is determined, subject to the approval of the Supervisor, that a well drilled under this agreement is not capable of production in paying quantities and inclusion of the land on which it is situated in a participating area is unwarranted, production from such well shall, for the purposes of settlement among all parties other than working interest owners, be allocated to the land on which the well is located unless such land is already within the participating area established for the pool or deposit from which such production is obtained. Settlement for working interest benefits from such a well shall be made as provided in the unit operating agreement.

12. ALLOCATION OF PRODUCTION. All unitized substances produced from each participating area established under this agreement, except any part thereof used in conformity with good operating practices within the unitized area for drilling, operating, camp and other production or development purposes, for repressuring or recycling in accordance with a plan of development approved by the Supervisor, or unavoidably lost, shall be deemed to be produced equally on an acreage basis from the several tracts of unitized land of the participating area established for such production and, for the purpose of determining any benefits accruing under this agreement, each such tract of unitized land shall have allocated to it such percentage of said production as the number of acres of such tract included in said participating area bears to the total acres of unitized land in said participating area, except that allocation of production hereunder for purposes other than for settlement of the royalty, overriding royalty, or payment out of production obligations of the respective working interest owners, shall be on the basis prescribed in the unit operating agreement, whether in conformity with the basis of allocation herein set forth or otherwise. It is hereby agreed that production of unitized substances from a participating area shall be allocated as provided herein regardless of whether any wells are drilled on any particular part or tract of said participating area. If any gas produced from one participating area is used for repressuring or recyling purposes in another

participating area, the first gas withdrawn from such last-mentioned participating area for sale during the life of this agreement shall be considered to be the gas so transferred until an amount equal to that transferred shall be so produced for sale and such gas shall be allocated to the participating area from which initially produced as such area was last defined at the time of such final production.

13. DEVELOPMENT OR OPERATION OF NON-PARTICIPATING LAND OR FORMATIONS. Any party hereto owning or controlling the working interest in any unitized land having thereon a regular well location may with the approval of the Supervisor, at such party's sole risk, costs, and expense, drill a well to test any formation for which a participating area has not been established or to test any formation for which a participating area has been established if such location is not within said participating area, unless within 90 days of receipt of notice from said party of his intention to drill the well the Unit Operator elects and commences to drill such a well in like manner as other wells are drilled by the Unit Operator under this agreement.

If any well drilled as aforesaid by a working interest owner results in production such that the land upon which it is situated may properly be included in a participating area, such participating area shall be established or enlarged as provided in this agreement and the well shall thereafter be operated by the Unit Operator in accordance with the terms of this agreement and the unit operating agreement.

If any well drilled as aforesaid by a working interest owner obtains production in quantities insufficient to justify the inclusion of the land upon which such well is situated in a participating area, such well may be operated and produced by the party drilling the same subject to the conservation requirements of this agreement. The royalties in amount or value of production from any such well shall be paid as specified in the underlying lease and agreements affected.

14. ROYALTY SETTLEMENT. The United States and any State and any royalty owner who, is entitled to the right to take in kind a share of the substances now unitized hereunder shall hereafter be entitled to the right to take in kind its share of the unitized substances, and Unit Operator, or the working interest owner in case of the operation of a well by a working interest owner as herein provided for in special cases, shall make deliveries of such royalty share taken in kind in conformity with the applicable contracts, laws, and regulations. Settlement for royalty interest not taken in kind shall be made by working interest owners responsible

therefor under existing contracts, laws and regulations, or by the Unit Operator on or before the last day of each month for unitized substances produced during the preceding calendar month; provided, however, that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any royalties due under their leases.

If gas obtained from lands not subject to this agreement is introduced into any participating area hereunder, for use in repressuring, stimulation of production, or increasing ultimate recovery, in conformity with a plan of operations approved by the Supervisor, a like amount of gas, after settlement as herein provided for any gas transferred from any other participating area and with appropriate deduction for loss from any cause, may be withdrawn from the formation into which the gas is introduced, royalty free as to dry gas, but not as to any products which may be extracted therefrom; provided that such withdrawal shall be at such time as may be provided in the approved plan of operations or as may otherwise be consented to by the Supervisor as conforming to good petroleum engineering practice; and provided further, that such right of withdrawal shall terminate on the termination of this unit agreement.

Royalty due the United States shall be computed as provided in the operating regulations and paid in value or delivered in kind as to all unitized substances on the basis of the amounts thereof allocated to unitized Federal land as provided herein at the rates specified in the respective Federal leases, or at such lower rate or rates as may be authorized by law or regulation; provided, that for leases on which the royalty rate depends on the daily average production per well, said average production shall be determined in accordance with the operating regulations as though each participating area were a single consolidated lease.

15. RENTAL SETTLEMENT. Rental or minimum royalties due on leases committed hereto shall be paid by working interest owners responsible therefor under existing contracts, laws, and regulations, provided that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any rental or minimum royalty due under their leases. Rental or minimum royalty for lands of the United States subject to this agreement shall be paid at the rate specified in the respective leases from the United States unless such rental or minimum royalty is waived, suspended, or reduced by law or by approval of the Secretary or his duly authorized representative.

With respect to any lease on non-Federal land containing provisions which would

terminate such lease unless drilling operations are commenced upon the land covered thereby within the time therein specified or rentals are paid for the privilege of deferring such drilling operations, the rentals required thereby shall, notwithstanding any other provision of this agreement, be deemed to accrue and become payable during the term thereof as extended by this agreement and until the required drilling operations are commenced upon the land covered thereby or until some portion of such land is included within a participating area.

16. CONSERVATION. Operations hereunder and production of unitized substances shall be conducted to provide for the most economical and efficient recovery of said substances without waste, as defined by or pursuant to State or Federal law or regulation.

17. DRAINAGE. The Unit Operator shall take such measures as the Supervisor deems appropriate and adequate to prevent drainage of unitized substances from unitized land by wells on land not subject to this agreement.

18. LEASES AND CONTRACTS CONFORMED AND EXTENDED. The terms, conditions, and provisions of all leases, subleases, and other contracts relating to exploration, drilling, development, or operation for oil or gas on lands committed to this agreement are hereby expressly modified and amended to the extent necessary to make the same conform to the provisions hereof, but otherwise to remain in full force and effect; and the parties hereto hereby consent that the Secretary shall and by his approval hereof, or by the approval hereof by his duly authorized representative, does hereby establish, alter, change, or revoke the drilling, producing, rental, minimum royalty, and royalty requirements of Federal leases committed hereto and the regulations in respect thereto to conform said requirements to the provisions of this agreement, and, without limiting the generality of the foregoing, all leases, subleases, and contracts are particularly modified in accordance with the following:

(a) The development and operation of lands subject to this agreement under the terms hereof shall be deemed full performance of all obligations for development and operation with respect to each and every separately owned tract subject to this agreement, regardless of whether there is any development of any particular tract of the unit area.,

(b) Drilling and producing operations performed hereunder upon any tract of unitized lands will be accepted and deemed to be performed upon and for the benefit of each and every tract of unitized land, and no lease shall be deemed

to expire by reason of failure to drill or produce wells situated on the land therein embraced.

(c) Suspension of drilling or producing operations on all unitized lands pursuant to direction or consent of the Secretary or his duly authorized representative shall be deemed to constitute such suspension pursuant to such direction or consent as to each and every tract of unitized land. A suspension of drilling or producing operations limited to specified lands shall be applicable only to such lands.

(d) Each lease, sublease or contract relating to the exploration, drilling, development or operation for oil or gas of lands other than those of the United States committed to this agreement, which, by its terms might expire prior to the termination of this agreement, is hereby extended beyond any such terms so provided therein so that it shall be continued in full force and effect for and during the term of this agreement.

(e) Any Federal lease for a fixed term of twenty (20) years or any renewal thereof or any part of such lease which is made subject to this agreement shall continue in force beyond the term provided therein until the termination hereof. Any other Federal lease committed hereto shall continue in force beyond the term so provided therein or by law as to the land committed so long as such lease remains subject hereto, provided that production is had in paying quantities under this unit agreement prior to the expiration date of the term of such lease, or in the event actual drilling operations are commenced on unitized land, in accordance with the provisions of this agreement, prior to the end of the primary term of such lease and are being diligently prosecuted at that time, such lease shall be extended for two years and so long thereafter as oil or gas is produced in paying quantities in accordance with the provisions of the Mineral Leasing Act Revision of 1960.

(f) Each sublease or contract relating to the operation and development of unitized substances from lands of the United States committed to this agreement, which by its terms would expire prior to the time at which the underlying lease, as extended by the immediately preceding paragraph, will expire, is hereby extended beyond any such term so provided therein so that it shall be continued in full force and effect for and during the term of the underlying lease as such term is herein extended.

(g) The segregation of any Federal lease committed to this agreement is governed by the following provision in the fourth paragraph of Sec. 17 (j) of the Mineral Leasing Act, as amended by the Act of September 2, 1960 (74 Stat. 781-784):

"Any (Federal) lease heretofore or hereafter committed to any such (unit) plan embracing lands that are in part within and in part outside of the area covered by any such plan shall be segregated into separate leases as to the lands committed and the lands not committed as of the effective date of unitization: Provided, however, That any such lease as to the nonunitized portion shall continue in force and effect for the term thereof but for not less than two years from the date of such segregation and so long thereafter as oil or gas is produced in paying quantities."

(h) Any lease, other than a Federal lease, having only a portion of its lands committed hereto shall be segregated as to the portion committed and the portion not committed, and the provisions of such lease shall apply separately to such segregated portions commencing as of the effective date hereof. In the event any such lease provides for a lump-sum rental payment, such payment shall be prorated between the portions so segregated in proportion to the acreage of the respective tracts.

19. COVENANTS RUN WITH LAND. The covenants herein shall be construed to be covenants running with the land with respect to the interest of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer or conveyance of interest in land or leases subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee, or other successor in interest. No assignment or transfer of any working interest, royalty, or other interest subject hereto shall be binding upon Unit Operator until the first day of the calendar month after Unit Operator is furnished with the original, photostatic, or certified copy of the instrument of transfer.

20. EFFECTIVE DATE AND TERM. This agreement shall become effective upon approval by the Secretary or his duly authorized representative and shall terminate five (5) years from said effective date unless:

(a) such date of expiration is extended by the Director, or

(b) it is reasonably determined prior to the expiration of the fixed term or any extension thereof that the unitized land is incapable of production of

unitized substances in paying quantities in the formations tested hereunder and after notice of intention to terminate the agreement on such ground is given by the Unit Operator to all parties in interest at their last known addresses, the agreement is terminated with the approval of the Supervisor, or

(c) a valuable discovery of unitized substances has been made or accepted on unitized land during said initial term or any extension thereof, in which event the agreement shall remain in effect for such term and so long as unitized substances can be produced in quantities sufficient to pay for the cost of producing same from wells on unitized land within any participating area established hereunder and, should production cease, so long thereafter as diligent operations are in progress for the restoration of production or discovery of new production and so long thereafter as unitized substances so discovered can be produced as aforesaid, or

(d) it is terminated as heretofore provided in this agreement.

This agreement may be terminated at any time by not less than 75 per centum, on an acreage basis, of the working interest owners signatory hereto, with the approval of the Supervisor; notice of any such approval to be given by the Unit Operator to all parties hereto.

21. RATE OF PROSPECTING, DEVELOPMENT AND PRODUCTION. The Director is hereby vested with authority to alter or modify from time to time in his discretion the quantity and rate of production under this agreement when such quantity and rate is not fixed pursuant to Federal or State law or does not conform to any state-wide voluntary conservation or allocation program, which is established, recognized, and generally adhered to by the majority of operators in such State, such authority being hereby limited to alteration or modification in the public interest, the purpose thereof and the public interest to be served thereby to be stated in the order of alteration or modification. Without regard to the foregoing, the Director is also hereby vested with authority to alter or modify from time to time in his discretion the rate of prospecting and development and the quantity and rate of production under this agreement when such alteration or modification is in the interest of attaining the conservation objectives stated in this agreement and is not in violation of any applicable Federal or State law.

Powers in this section vested in the Director shall only be exercised after notice to Unit Operator and opportunity for hearing to be held not less than 15 days from

notice.

22. APPEARANCES. Unit Operator shall, after notice to other parties affected, have the right to appear for and on behalf of any and all interests affected hereby before the Department of the Interior and to appeal from orders issued under the regulations of said Department or to apply for relief from any of said regulations or in any proceedings relative to operations before the Department of the Interior or any other legally constituted authority; provided, however, that any other interested party shall also have the right at his own expense to be heard in any such proceeding.

23. NOTICES. All notices, demands or statements required hereunder to be given or rendered to the parties hereto shall be deemed fully given if given in writing and personally delivered to the party or sent by postpaid registered or certified mail, addressed to such party or parties at their respective addresses set forth in connection with the signatures hereto or to the ratification or consent hereof or to such other address as any such party may have furnished in writing to the party sending the notice, demand or statement.

24. NO WAIVER OF CERTAIN RIGHTS. Nothing in this agreement contained shall be construed as a waiver by any party hereto of the right to assert any legal or constitutional right or defense as to the validity or invalidity of any law of the State wherein said unitized lands are located, or of the United States, or regulations issued thereunder in any way affecting such party, or as a waiver by any such party of any right beyond his or its authority to waive.

25. UNAVOIDABLE DELAY. All obligations under this agreement requiring the Unit Operator to commence or continue drilling or to operate on or produce unitized substances from any of the lands covered by this agreement shall be suspended while the Unit Operator, despite the exercise of due care and diligence, is prevented from complying with such obligations, in whole or in part, by strikes, acts of God, Federal, State, or municipal law or agencies, unavoidable accidents, uncontrollable delays in transportation, inability to obtain necessary materials in open market, or other matters beyond the reasonable control of the Unit Operator whether similiar to matters herein enumerated or not. No unit obligation which is suspended under this section shall become due less than thirty (30) days after it has been determined that the suspension is no longer applicable. Determination of creditable "Unavoidable Delay" time shall be made by the Unit Operator subject to approval of the Supervisor.

26. NONDISCRIMINATION. In connection with the performance of work under this

agreement, the Operator agrees to comply with all the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

27. LOSS OF TITLE. In the event title to any tract of unitized land shall fail and the true owner cannot be induced to join in this unit agreement, such tract shall be automatically regarded as not committed hereto and there shall be such readjustment of future costs and benefits as may be required on account of the loss of such title. In the event of a dispute as to title as to any royalty, working interest, or other interests subject thereto, payment or delivery on account thereof may be withheld without liability for interest until the dispute is finally settled; provided, that as to Federal land or leases, no payments of funds due the United States should be withheld, but such funds shall be deposited as directed by the Supervisor to be held as unearned money pending final settlement of the title dispute, and then applied as earned or returned in accordance with such final settlement.

Unit Operator as such is relieved from any responsibility for any defect or failure of any title hereunder.

28. NON-JOINDER AND SUBSEQUENT JOINDER. If the owner of any substantial interest in a tract within the unit area fails or refuses to subscribe or consent to this agreement, the owner of the working interest in that tract may withdraw said tract from this agreement by written notice delivered to the Supervisor and the Unit Operator prior to the approval of this agreement by the Supervisor. Any oil or gas interests in lands within the unit area not committed hereto prior to submission of this agreement for final approval may thereafter be committed hereto by the owner or owners thereof subscribing or consenting to this agreement, and, if the interest is a working interest, by the owner of such interest also subscribing to the unit operating agreement. After operations are commenced hereunder, the right of subsequent joinder, as provided in this section, by a working interest owner is subject to such requirements or approvals, if any, pertaining to such joinder, as may be provided for in the unit operating agreement. After final approval hereof, joinder by a non-working interest owner must be consented to in writing by the working interest owner committed hereto and responsible for the payment of any benefits that may accrue hereunder in behalf of such non-working interest. A non-working interest may not be committed to this unit agreement unless the corresponding working interest is committed hereto. Joinder to the unit agreement by a working-interest owner, at any time, must be accompanied by

appropriate joinder to the unit operating agreement, if more than one committed working-interest owner is involved, in order for the interest to be regarded as committed to this unit agreement. Except as may otherwise herein be provided, subsequent joinders to this agreement shall be effective as of the first day of the month following the filing with the Supervisor of duly executed counterparts of all or any papers necessary to establish effective commitment of any tract to this agreement unless objection to such joinder is duly made within 60 days by the Supervisor.

29. COUNTERPARTS. This agreement may be executed in any number of counterparts no one of which needs to be executed by all parties or may be ratified or consented to by separate instrument in writing specifically referring hereto and shall be binding upon all those parties who have executed such a counterpart, ratification, or consent hereto with the same force and effect as if all such parties had signed the same document and regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands within the above-described unit area.

30. NO PARTNERSHIP. It is expressly agreed that the relation of the parties hereto is that of independent contractors and nothing in this agreement contained, expressed or implied, nor any operations conducted hereunder, shall create or be deemed to have created a partnership or association between the parties hereto or any of them.

31. BUREAU OF LAND MANAGEMENT LANDS. Nothing in this unit agreement shall modify the special Federal-lease stipulations applicable to lands under the jurisdiction of the Bureau of Land Management.

32. OIL SHALE LANDS. No wells will be drilled for oil or gas at a location which in the opinion of the Supervisor would result in undue waste of oil shale deposits or constitute a hazard to or unduly interfere with mining or other operations being conducted for the mining and recovery of oil shale or the extraction of shale oil by in situ methods.

The drilling or abandonment of any well on lands committed hereto shall be done in accordance with applicable oil and gas operating regulations, including such requirements as the Supervisor may prescribe as necessary to prevent the infiltration of oil, gas, or water into formations containing oil shale deposits or into mines or workings being utilized in the extraction of such deposits.

33. STATE LAND PROVISIONS. Certain of the unitized land is public land of the State of Wyoming, and in connection with the approval of this agreement by the Board

of Land Commissioners of said State pursuant to Title 36, Section 36-74, Wyoming Statutes, 1957, it is agreed that there shall be filed with the Commissioner of Public Lands of said State:

(a) Two copies of the complete unit agreement and two copies of any revised Exhibits "A" and "B" concurrently with the filing thereof with the Supervisor, pursuant to Section 2 hereof.

(b) Two copies of any notice of the proposed expansion or contraction of the unit area required to be delivered to the Supervisor pursuant to Section 2(b) hereof.

(c) Two copies of any unit operating agreement executed pursuant to Section 7 hereof.

(d) Two copies of any schedule of proposed participating area submitted for approval under Section 11, concurrently with its submission to the Supervisor. The Commissioner, or his authorized representative, shall have a period of fifteen days from receipt of said schedule within which to file with the Supervisor any objection thereto, together with any recommendation for revision thereof. If such objection or recommendation is not concurred in by Unit Operator and the Supervisor prior to submission of the schedule to the Supervisor for final approval, the Supervisor shall approve or disapprove the schedule after giving due consideration to the objections and recommendations filed by the Commissioner or his representative.

(e) Two copies of any proposed plan of development or modification thereof, which is filed with the Supervisor under Section 10 hereof.

(f) Two copies of all instruments of subsequent joinder executed under Section 28 hereof.

It is further agreed that:

(1) All valid, pertinent and reasonable regulations hereafter issued governing drilling and producing operations on non-Federal lands which are not inconsistent with the terms hereof or with the laws of the State of Wyoming are hereby accepted and made a part of this agreement.

(2) Nothing in this agreement contained shall relieve lessees of the public lands of the State of Wyoming from their obligation to pay rentals and royalties with respect to unitized substances allocated to such lands hereunder, at the rates specified in their respective leases.

In the event that a title dispute arises as to State lands or leases, no payment of funds due the State of Wyoming shall be withheld, but such funds shall be deposited as directed by the Commissioner of Public Lands to be held as unearned money pending final settlement of the title dispute, and then applied as earned or returned in accordance with such final settlement.

Each party to this agreement, holding any lease or leases of the public lands from the State of Wyoming subject to this agreement, or holding any interest in or under such lease or leases or in the production from the lands covered thereby, agrees that said Board of Land Commissioners may, and by its approval hereof, does hereby alter, change, modify or revoke the drilling, producing and royalty requirements of said lease or leases, and the regulations in respect thereto, to conform the provisions of said lease or leases to the provisions of this agreement. Such parties and said Board further agree that, except as otherwise expressly provided in this agreement, no such lease shall be deemed to terminate or expire so long as it shall remain committed hereto. Notwithstanding anything to the contrary in Section 18 hereof contained should any of the public lands of the State of Wyoming outside of a participating area established hereunder cease to be committed to this agreement, such lands shall thereafter be free from the effect of this agreement unless and until such lands are expressly recommitted to this agreement pursuant to Section 28 hereof, with the approval of the Board of Land Commissioners.

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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and have set opposite their respective names the date of execution.

DAVIS OIL COMPANY

ATTEST:

Paul Messinger

PAUL MESSINGER
ATTORNEY IN FACT

DATE 4-29-77

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

On this the 29th day of April, 1977, before me, a Notary Public in and for said County and State, personally came the above named PAUL MESSINGER, who is personally known to me to be the identical person whose name is affixed to the above instrument as Attorney in Fact for the said DAVIS OIL COMPANY, a Partnership, and he acknowledged that he executed said instrument as his free and voluntary act and deed for himself and as the free and voluntary act and deed of the Partnership for the uses and purposes therein set forth.

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

My Commission Expires:
My Commission expires July 7, 1979

Notary Public

Ferry Island Unit Agreement
Sublette County, Wyoming

RATIFICATION AND JOINDER OF UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Ferry Island Unit Area, County of Sublette, State of Wyoming, dated April 21, 1977, in form approved on behalf of the Secretary of the Interior and in consideration of the execution or ratification by other working interest owners of the contemporary unit operating agreement which relates to said unit agreement, the undersigned hereby expressly ratifies, approves, and adopts said unit agreement and also said unit operating agreement as fully as though the undersigned had executed the original instrument.

This ratification and joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the unit area in which the undersigned may be found to have an oil or gas interest.

This ratification and joinder shall be binding upon the undersigned, its heirs, devises, assigns, or successors in interest.

EXECUTED this 25th day of April, 1977.

OIL PARTICIPATIONS, INC.

ATTEST:

Charles E. Rose

2700 Exxon Building
Houston, Texas 77002

Tract Nos. 1,2,3,4,5,6,7,10,11,12,13

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1977, before me personally appeared _____, to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires:

_____

_____
Notary Public

STATE OF Texas)
: ss
COUNTY OF Harris)

On this 22nd day of April, 1977, before me personally appeared Isaac C. Mangold, to me known, who, being by me duly sworn, did say he is the Vice President of Oil Participations, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Isaac C. Mangold 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:

6-1-77

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Ferry Island Unit Area, County of Sublette, State of Wyoming, dated April 21, 1977, in form approved on behalf of the Secretary of the Interior and in consideration of the execution or ratification by other working interest owners of the contemporary unit operating agreement which relates to said unit agreement, the undersigned hereby expressly ratifies, approves, and adopts said unit agreement and also said unit operating agreement as fully as though the undersigned had executed the original instrument.

This ratification and joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the unit area in which the undersigned may be found to have an oil or gas interest.

This ratification and joinder shall be binding upon the undersigned, its heirs, devises, assigns, or successors in interest.

EXECUTED this 28th day of April, 1977.

AUSTRAL OIL COMPANY, INCORPORATED

ATTEST:

Charles E. Ker
2700 Exxon Building
Houston, Texas 77002

Frank Blaylock

Tract Nos. 8,9,20

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1977, before me personally appeared _____, to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires:

_____

_____
Notary Public

STATE OF Texas)
: ss
COUNTY OF Harris)

On this 28th day of April, 1977, before me personally appeared Frank Blaylock, to me known, who, being by me duly sworn, did say he is the President of Austral Oil Company, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Frank Blaylock 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:

8-1-77

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Ferry Island Unit Area, County of Sublette, State of Wyoming, dated April 21, 1977, in form approved on behalf of the Secretary of the Interior and in consideration of the execution or ratification by other working interest owners of the contemporary unit operating agreement which relates to said unit agreement, the undersigned hereby expressly ratifies, approves, and adopts said unit agreement and also said unit operating agreement as fully as though the undersigned had executed the original instrument.

This ratification and joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the unit area in which the undersigned may be found to have an oil or gas interest.

This ratification and joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this 26 day of May, 1977.

F. W. Baumgartner d/b/a
BAUMGARTNER OIL COMPANY

ATTEST:

F. W. Baumgartner

4155 East Jewell
Denver, Colorado 80222

Tract No. 16

STATE OF Colorado)
: ss
COUNTY OF Denver)

On this 26 day of May, 1977, before me personally appeared F. W. Baumgartner, 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:

5/12/80

Janie K Vogler
Notary Public

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1977, before me personally appeared _____, to me known, who, being by me duly sworn, did say 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 on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation

GIVEN under my hand and notarial seal on the date first above written.

My commission expires:

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Ferry Island Unit Area, County of Sublette, State of Wyoming, dated April 21, 1977, in form approved on behalf of the Secretary of the Interior and in consideration of the execution or ratification by other working interest owners of the contemporary unit operating agreement which relates to said unit agreement, the undersigned hereby expressly ratifies, approves, and adopts said unit agreement and also said unit operating agreement as fully as though the undersigned had executed the original instrument.

This ratification and joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the unit area in which the undersigned may be found to have an oil or gas interest.

This ratification and joinder shall be binding upon the undersigned, its heirs, devises, assigns, or successors in interest.

EXECUTED this 6th day of May, 1977.

ATTEST:
Secretary

7777 Forest Lane Suite 309
Dallas, Texas 75230

Tract No. 17

F AND L CO.

Vice President

STATE OF TEXAS)
: ss
COUNTY OF DALLAS)

On this 6th day of May, 1977, before me personally appeared Dorothy Langley, to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires:

3-25-79

Elaine Bradlock
Notary Public

STATE OF TEXAS)
: ss
COUNTY OF DALLAS)

On this 6th day of May, 1977, before me personally appeared W. J. Langley, to me known, who, being by me duly sworn, did say he is the Vice Pres. of F & L Co and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said W. J. Langley 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:

3-25-79

Elaine Bradlock
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Ferry Island Unit Area, County of Sublette, State of Wyoming, dated April 21, 1977, in form approved on behalf of the Secretary of the Interior and in consideration of the execution or ratification by other working interest owners of the contemporary unit operating agreement which relates to said unit agreement, the undersigned hereby expressly ratifies, approves, and adopts said unit agreement and also said unit operating agreement as fully as though the undersigned had executed the original instrument.

This ratification and joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the unit area in which the undersigned may be found to have an oil or gas interest.

This ratification and joinder shall be binding upon the undersigned, its heirs, devises, assigns, or successors in interest.

EXECUTED this 6 day of May, 1977.

ENERGY RESERVES GROUP, INC.

ATTEST:

M. A. Church, Attorney-In-Fact

P.O. Box 1407
Denver, Colorado 80201
Att: Arnold Church

Tract Nos. 18,19

STATE OF Colo)
: ss
COUNTY OF Denver)

On this 6 day of May, 1977, before me personally appeared W. A. Church, to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires:

3-23-79

Notary Public

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1977, before me personally appeared _____, to me known, who, being by me duly sworn, did say 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 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

EXHIBIT "B"
SCHEDULE SHOWING THE PERCENTAGE AND KIND OF OWNERSHIP OF OIL AND GAS INTERESTS
FERRY ISLAND UNIT
SUBLETTE COUNTY, WYOMING

Tract No.	Description of Land	Number of Acres	Serial No. and Expiration Date of Lease	Basic Royalty and Percentage	Lessee of Record and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage
FEDERAL LAND							
1	T29N-R109W Sec. 5: lots 1,2,3,4, S½ Sec. 6: lots 1,2,3,4, 5,6, E½SW¼, SE¼ Sec. 7: lots 1,2,3,4, E½, E½W½ Sec. 8: All	1975.81	W-7571 8-31-77	USA All	Oil Participations, Inc. 100.00	Rocky Mountain Oil Company 3.00	Oil Participations, Inc. 100.00
2	T28N-R109W Sec. 10: All Sec. 14: All Sec. 15: All Sec. 17: All	2560.00	W-7572 8-31-77	USA All	Oil Participations, Inc. 100.00	Rocky Mountain Oil Company 3.00	Oil Participations, Inc. 100.00

hibit "B"
rry Island Unit
bletter County, Wyoming

T28N-R109W Sec. 20: All Sec. 21: All Sec. 22: All Sec. 23: All	2560.00	W-7573 8-31-77	USA	All	Oil Participations, Inc.	100.00	Rocky Mountain Oil Company	3.00	Oil Participations, Inc.	100.00
T28N-R109W Sec. 24: All Sec. 25: All Sec. 26: All Sec. 27: All	2560.00	W-7574 8-31-77	USA	All	Oil Participations, Inc.	100.00	Rocky Mountain Oil Company	3.00	Oil Participations Inc.	100.00
T28N-R109W Sec. 28: All Sec. 29: All Sec. 30: lots 1,2,3,4, E½, E½W½ Sec. 31: lots 1,2,3,4, E½, E½W½	2457.52	W-7575 8-31-77	USA	All	Oil Participations, Inc.	100.00	Rocky Mountain Oil Company	3.00	Oil Participations, Inc.	100.00

Exhibit "B"
Ferry Island Unit
Sublette County, Wyoming

6	T28N-R109W Sec. 32: All Sec. 33: All Sec. 34: All Sec. 35: All	2560.00	W-7576 8-31-77	USA	All	Oil Participations, Inc.	100.00	Rocky Mountain Oil Company	3.00	Oil Participations, Inc.	100.00
7	T28N-R109W Sec. 18: lots 1,2, E½NW¼, NE¼	292.47	W-7577 8-31-77	USA	All	Oil Participations, Inc.	100.00	Rocky Mountain Oil Company	3.00	Oil Participations, Inc.	100.00
8	T29N-R109W Sec. 31: lots 1,2,3,4, E½W½, E½ Sec. 32: All Sec. 33: All	1920.97	W-7577A 8-31-77	USA	All	Austral Oil Company Incorporated	100.00	Rocky Mountain Oil Company	3.00	Austral Oil Company Incorporated	100.00
9	T29N-R109W Sec. 29: All Sec. 30: lots 1,2,3,4, E½W½, E½	1286.16	W-7578 8-31-77	USA	All	Austral Oil Company Incorporated	100.00	Rocky Mountain Oil Company	3.00	Austral Oil Company Incorporated	100.00

Exhibit "B"
Terry Island Unit
Sublette County, Wyoming

10	T28N-R110W Sec. 1: lots 1,2,3,4, S½	454.92	W-8108 8-31-77	USA	All	Oil Participations, Inc.	100.00	Rocky Mountain Oil Company	3.00	Oil Participations, Inc.	100.00
11	T28N-R110W Sec. 12: SE¼ Sec. 13: SE¼NE¼, SE¼ Sec. 24: All	1000.00	W-8109 8-31-77	USA	All	Oil Participations, Inc.	100.00	Rocky Mountain Oil Company	3.00	Oil Participations, Inc.	100.00
12	T28N-R108W Sec. 30: lots 1,2,3,4, E½, E½W½ Sec. 31: lots 1,2,3,4, E½, E½W½	1254.40	W-8789 10-31-77	USA	All	Oil Participations, Inc.	100.00	Rocky Mountain Oil Company	3.00	Oil Participations, Inc.	100.00

Exhibit "B"
Terry Island Unit
Sublette County, Wyoming

13	T28N-R110W Sec. 25: N½	320.00	W-9631 11-30-77	USA	All	Oil Participations, Inc.	100.00	Rocky Mountain Oil Company	3.00	Oil Participations, Inc.	100.00
	T28N-R109W Sec. 9: All	640.00	W-34949 5-31-82	USA	All	Gilman A. Hill	100.00	NONE		Gilman A. Hill	100.00
15	T27N-R109W Sec. 1: lots 1,2,3,4, S½N½, S½ Sec. 2: lots 1,2,3,4, S½N½, S½	1281.76	W-39715 5-31-83	USA	All	Sinclair Oil Corporation	100.00	Elizabeth A. Puckett	5.00	Sinclair Oil Corporation	100.00
16	T28N-R109W Sec. 18: lots 3,4, E½SW¼, SE¼ Sec. 19: lots 1,2,3,4, E½, E½W½	880.73	W-42280 11-30-83	USA	All	Baumgartner Oil Company	100.00	Adrian W. Vander Pyl	1.00	Baumgartner Oil Company	100.00

Exhibit "B"
Ferry Island Unit
Sublette County, Wyoming

17	T28N-R110W Sec. 13: N½NE¼, SW¼NE¼	120.00	W-46979 8-31-84	USA	All	F and L Co.	100.00	Dorothy Langley	5.00	F and L Co.	100.00
18	T28N-R110W Sec. 13: W½ Sec. 25: S½	640.00	W-52792 11-30-85	USA	All	Davis Oil Company Energy Reserves Group, Inc.	87.50 12.50	W. L. Knight A. G. Andrikopoulos Paul Messinger & Co. Marlis E. Smith John H. Melby Alan R. Smith	0.25 4.75 1.00 1.00 0.50 0.50	Davis Oil Company Energy Reserves Group, Inc.	87.50 12.50
19	T28N-R110W Sec. 12: N½, SW¼	480.00	W-53082 12-31-85	USA	All	Davis Oil Company Energy Reserves Group, Company	87.50 12.50	Roger R. Egert A. G. Andrikopoulos Paul Messinger & Co. Marlis E. Smith John H. Melby Alan R. Smith	0.25 4.75 1.00 1.00 0.50 0.50	Davis Oil Company Energy Reserves Group, Inc.	87.50 12.50

Exhibit "B"
Ferry Island Unit
Sublette County, Wyoming

	19 Federal Tracts	25,244.74 acres or 95.17% of the unit area								
STATE OF WYOMING LAND										
20 T28N-R109W Sec. 16: All Sec. 36: All	1280.00	67-6734 9-1-77	State of Wyoming	Austral Oil Company Incorporated	100.00	Rocky Mountain Oil Company	3.00	Austral Oil Company Incorporated	100.00
1 State of Wyoming Tract	1,280.00 acres or 4.83% of the unit area									

TOTAL UNIT AREA 26,524.74 acres

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Ferry Island Unit Area, County of Sublette, State of Wyoming, dated April 21, 1977, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

This ratification and joinder shall be effective as to the undersigned's interests in any lands or leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This ratification and joinder of unit agreement shall be binding upon the undersigned, his, her, or its heirs, devises, executors, assigns, or successors in interest.

EXECUTED this 16th day of May, 1977.

ROCKY MOUNTAIN OIL COMPANY

ATTEST:

Alan C. F. Dille', VP

~~960 Petroleum Club Building~~
~~Denver, Colorado 80202~~
1765 So. Carr Ct., Lakewood, Co. 80227

Tract Nos. 1,2,3,4,5,6,7,8,9,10,11,12,13,20

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1977, before me personally appeared _____, to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires:

_____

_____
Notary Public

STATE OF COLORADO)
: ss
COUNTY OF DENVER)

On this 16th day of May, 1977, before me personally appeared Alan C. F. Dille', to me known, who, being by me duly sworn did say he is the Vice President of Rocky Mountain Oil Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Alan C. F. Dille' acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires:

June 28, 1980

Janice R. Lauer
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Ferry Island Unit Area, County of Sublette, State of Wyoming, dated April 21, 1977, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

This ratification and joinder shall be effective as to the undersigned's interests in any lands or leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This ratification and joinder of unit agreement shall be binding upon the undersigned, his, her, or its heirs, devises, executors, assigns, or successors in interest.

EXECUTED this 4th day of May, 1977.

Dorothy Langley

7777 Forest Lane Suite 309
Dallas, Texas 75230

Tract No. 17

STATE OF TEXAS)
: ss
COUNTY OF DALLAS)

On this 4th day of May, 1977, before me personally appeared Dorothy Langley, to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires:

3-25-79

Elaine Brocklebank
Notary Public

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1977, before me personally appeared _____, to me known, who, being by me duly sworn did say 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 on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires:

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Ferry Island Unit Area, County of Sublette, State of Wyoming, dated April 21, 1977, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

This ratification and joinder shall be effective as to the undersigned's interests in any lands or leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This ratification and joinder of unit agreement shall be binding upon the undersigned, his, her, or its heirs, devises, executors, assigns, or successors in interest.

EXECUTED this 28th day of April, 1977.

W. L. Knight

P.O. Box 1842
Cheyenne, Wyoming 82001

Tract No. 18

STATE OF Wyoming)
: ss
COUNTY OF Laramie)

On this 28th day of April, 1977, before me personally appeared W. L. Knight, to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires:
July 15, 1979

Notary Public Estelle C. Haefele

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1977, before me personally appeared _____, to me known, who, being by me duly sworn did say 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 on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Ferry Island Unit Area, County of Sublette, State of Wyoming, dated April 21, 1977, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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This ratification and joinder of unit agreement shall be binding upon the undersigned, his, her, or its heirs, devises, executors, assigns, or successors in interest.

EXECUTED this 29 day of April, 1977.

John H. Melby

c/o Davis Oil Company
475 17th Street
Denver, Colorado 80202

Tract Nos. 18,19

STATE OF Colorado)
: ss
COUNTY OF Denver)

On this 29th day of April, 1977, before me personally appeared John H. Melby, 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:

Sept. 13, 1980

Notary Public

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1977, before me personally appeared _____, to me known, who, being by me duly sworn did say 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 on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires:

_____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Ferry Island Unit Area, County of Sublette, State of Wyoming, dated April 21, 1977, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

This ratification and joinder shall be effective as to the undersigned's interests in any lands or leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This ratification and joinder of unit agreement shall be binding upon the undersigned, his, her, or its heirs, devises, executors, assigns, or successors in interest.

EXECUTED this 19th day of June, 1977.

Alan R. Smith

Alan R. Smith

c/o Davis Oil Company
475 17th Street
Denver, Colorado 80202

Tract Nos. 18,19

STATE OF Colorado)
: ss
COUNTY OF Denver)

On this 21st day of June, 1977, before me personally appeared Alan R. Smith, to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires:

7/15/1981

Notary Public

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1977, before me personally appeared _____, to me known, who, being by me duly sworn did say 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 on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires:

_____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Ferry Island Unit Area, County of Sublette, State of Wyoming, dated April 21, 1977, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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This ratification and joinder of unit agreement shall be binding upon the undersigned, his, her, or its heirs, devises, executors, assigns, or successors in interest.

EXECUTED this 29th day of April, 1977.

ATTEST:

PAUL MESSINGER & CO.

Paul Messinger

Paul Messinger, General Partner

c/o Davis Oil Company
475 17th Street
Denver, Colorado 80202

Tract Nos. 18,19

STATE OF Colorado)
: ss
COUNTY OF Denver)

On this 29th day of April, 1977, 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

Celine Koch
Notary Public

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1977, before me personally appeared _____, to me known, who, being by me duly sworn did say 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 on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires:

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Ferry Island Unit Area, County of Sublette, State of Wyoming, dated April 21, 1977, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

This ratification and joinder shall be effective as to the undersigned's interests in any lands or leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This ratification and joinder of unit agreement shall be binding upon the undersigned, his, her, or its heirs, devises, executors, assigns, or successors in interest.

EXECUTED this 29th day of April, 1977.

Marlis E. Smith

c/o Davis Oil Company
475 17th Street
Denver, Colorado 80202

Tract Nos. 18,19

STATE OF Colorado)
: ss
COUNTY OF Denver)

On this 29th day of April, 1977, before me personally appeared Marlis E. Smith, to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires:

July 13, 1980

Notary Public

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1977, before me personally appeared _____, to me known, who, being by me duly sworn did say 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 on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires:

_____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Ferry Island Unit Area, County of Sublette, State of Wyoming, dated April 21, 1977, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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This ratification and joinder of unit agreement shall be binding upon the undersigned, his, her, or its heirs, devises, executors, assigns, or successors in interest.

EXECUTED this 28th day of April, 1977.

A. G. Andrikopoulos

P.O. Box 788
Cheyenne, Wyoming 82001

Tract Nos.18,19

STATE OF Wyoming)
: ss
COUNTY OF Laramie)

On this 28th day of April, 1977, before me personally appeared A. G. Andrikopoulos, a single man, to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he, she, or they executed the same as their free act and deed.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires:

July 15, 1979

Notary Public Estelle C. Haefele

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1977, before me personally appeared _____, to me known, who, being by me duly sworn did say 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 on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal on the date first above written.

My commission expires:

_____

Notary Public

[redacted] RATIFICATION AND JOI[redacted]F UNIT AGREEMENT [redacted]

In consideration of the execution of the Unit Agreement for the Development and Operation of the Ferry Island Unit Area, County of Sublette, State of Wyoming, dated April 21, 1977, in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed the original instrument.

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This ratification and joinder of unit agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, executors, assigns, or successors in interest.

EXECUTED this 2 day of May, 1977.

Roger R. Egert
Roger R. Egert

P.O. Box 51
Cheyenne, Wyoming 82001

Tract No. 19

STATE OF Illinois)
: ss
COUNTY OF Champaign)

On this 2 day of May, 1977, before me personally appeared Roger R. Egert, to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged tnat 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 JAN 8 1979

Notary Public

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 1977, before me personally appeared _____, to me known, who, being by me duly sworn did say 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 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

UNIT OPERATING AGREEMENT

FERRY ISLAND UNIT AREA

COUNTY OF SUBLETTE

STATE OF WYOMING

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Distributed by
Rocky Mountain [redacted] Law Foundation
[redacted] Law School
Boulder, Colorado

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Exhibit 3—Initial Test Well (referred to in Sections 1.13, 2.1, 3.1, 3.2 and 18.2B).
Exhibit 4—Part 1—Drilling of Exploratory Wells (referred to in Sections ~~8.2, 11.2, 17.7 and 18.2B~~). 6.1, 9.1, 10.4(B) and 12.1
Part 2- Attempted Completion, Deepening, Plugging Back and Abandonment (referred to in Section 11.1). 6.1, 11.1, 12.1, and 14.2
Exhibit 5—Insurance (referred to in Sections 16.2A and 16.2C).
~~Exhibit 6—Oil and Gas Lease (referred to in Sections 10.1 and 18.2).~~
[redacted]hibit 6—Executive Order 1[redacted]eferred to in Section 16.3[redacted]

UNIT OPERATING AGREEMENT

FERRY ISLAND UNIT AREA

STATE OF WYOMING

COUNTY OF SUBLETTE

THIS AGREEMENT made as of the 21st day of April, 19 77, by and among the parties who execute or ratify this agreement or a counterpart hereof,

WITNESSETH:

WHEREAS, the Parties have entered into that certain UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE FERRY ISLAND UNIT AREA, County of Sublette, State of Wyoming, dated as of the 21st day of April, 19 77, and hereinafter referred to as the "Unit Agreement", covering the lands described in Exhibit B, thereto attached, which lands are referred to in the Unit Agreement and in this agreement as the "Unit Area";

WHEREAS, the Parties enter into this agreement pursuant to Section 7 of the Unit Agreement,
NOW, THEREFORE, in consideration of the mutual agreements herein set forth, it is agreed as follows:

ARTICLE 1
DEFINITIONS

1.1 Unit Agreement Definitions. The definitions contained in the Unit Agreement are adopted for all purposes of this agreement. In addition, each term listed below shall have the meaning stated therefor, whenever used in this agreement.

1.2 "Unit Operator" means DAVIS OIL COMPANY and its successors, as the Unit Operator designated in accordance with the Unit Agreement, acting in that capacity and not as an owner of Working Interest.

1.3 "Party" means a party to this agreement, including the Party acting as Unit Operator when acting as an owner of Working Interest.

1.4 "Costs" means all costs and expenses incurred in the development and operation of the Unit Area pursuant to this agreement or the Unit Agreement and all other expenses that are herein made chargeable as Costs, determined in accordance with the accounting procedure set forth in Exhibit 2 attached hereto, which shall govern in all matters covered thereby, except that in event of inconsistency between said accounting procedure and this agreement, this agreement shall control.

1.5 "Committed Working Interest" means a Working Interest which is shown on Exhibit B to the Unit Agreement as owned by a Party and which is committed to the Unit Agreement. Whenever reference is made to a Party "in" or "within" the Unit Area, a participating area, or other area designated pursuant to this agreement, such reference shall mean a Party owning a Committed Working Interest in lands within such area.

1.6 "Acreage Basis", when used to describe the basis of participation by the Parties within the Unit Area, a participating area, or other area designated pursuant to this agreement in voting, Costs, or Production, means participation by each such Party in the proportion that the acreage of its Committed Working Interests in such area bears to the total acreage of the Committed Working Interests of all such Parties therein. For the purposes of this definition, (a) the acreage of the working interest in a tract within the Unit Area shall be the acreage of such tract as set forth in Exhibit B to the Unit Agreement, and (b) if there are two or more undivided working interests in a tract, there shall be apportioned to each such working interest that proportion of the acreage of the tract that such working interest bears to the entire working interest in the tract.

1.7 "Production" means all Unitized Substances produced and saved from the Unit Area except so much thereof as is used in the conduct of operations under the Unit Agreement and this agreement.

1.8 "Lease Burdens" means the royalty reserved to the lessor in an oil and gas lease, an overriding royalty, a production payment and any similar burden, but does not include a carried working interest, a net profits interest or any other interest which is payable out of profits.

1.9 "Drilling Party" means the Party or Parties obligated to bear the Costs incurred in Drilling, Deepening or Plugging Back a well in accordance with this agreement at the commencement of such operation.

1.10 "Non-Drilling Party" means a Party who has had the optional right to participate in the Drilling, Deepening or Plugging Back of a well and who has elected not to participate therein.

* 1.11 "Drill" means to perform all operations reasonably necessary and incident to the Drilling of a well, including preparation of roads and drill site, testing, and, if productive of Unitized Substances, completing and equipping for production, including flow lines, treaters, separators and tankage, or plugging and abandoning, if dry.

* 1.12 "Deepen or Plug Back" means to perform all operations reasonably necessary and incident to Deepening or Plugging Back a well, testing, and, if productive of Unitized Substances, completing or recompleting and equipping for production, including flow lines, treaters, separators and tankage, or plugging and abandoning, if dry.

1.13 "Initial Test Well" means a test well specifically provided for in Section 9 of the Unit Agreement and described in Exhibit 3 attached hereto.

1.14 "Subsequent Test Well" means a test well Drilled after the Drilling of the Initial Test Well or Wells, and before discovery of Unitized Substances in paying quantities in the Unit Area.

1.15 "Development Well" means a well Drilled within a participating area and projected to the pool or zone for which the participating area was established.

1.16 "Exploratory Well" means a well other than a Development Well Drilled after discovery of Unitized Substances in paying quantities in the Unit Area.

1.17 "Approval of the Parties" or "Direction of the Parties" mean an approval, authorization or direction which receives the affirmative vote specified in Section 14.2 of the Parties entitled to vote on the giving of such Approval or Direction.

1.18 "Salvage Value" of a well means the value of the materials and equipment in or appurtenant to the well determined in accordance with Exhibit 2, less the reasonably estimated Costs of salvaging the same and plugging the well.

1.19 Each Party is herein referred to by the neuter pronoun "it".

ARTICLE 2
NO LIABILITY FOR DRILLING, DEEPENING OR PLUGGING BACK WELLS WITHOUT CONSENT

2.1 No Liability Without Consent. No party shall be liable without its consent for any portion of the Costs of Drilling, Deepening or Plugging Back a well except as provided in Section 10.4 with respect to Required Wells, and except as provided in Article 13 dealing with Investment Adjustment. Nothing herein shall be construed to relieve a Party of any obligation assumed by it pursuant to Exhibit 3 to participate in the Costs of the Initial Test Well.

ARTICLE 3
INITIAL TEST WELL

3.1 Location. Unit Operator shall begin to Drill the Initial Test Well within the time required by Section 9 of the Unit Agreement or any extension thereof at the location specified in Exhibit 3 attached hereto.

3.2 Costs of Drilling. Subject to the Investment Adjustment provisions of Article 13 the Costs of Drilling the Initial Test Well shall be shared by the Parties in the manner and in the proportions specified in said Exhibit 3.

*For the purpose of Section 12.3A hereof and Section 7.B of Exhibit 4, such terms do not include equipment or equipping beyond the wellhead connections (e.g. flow lines, treaters, separators, tankage) and the same shall be considered included as a part of the cost of

ARTICLE 4

SUBSEQUENT TEST WELLS

4.1 **Right to Drill.** The Drilling of any Subsequent Test Well shall be on such terms and conditions as the Parties shall agree; provided, however, that in the absence of agreement, such wells may be Drilled under the provisions of Article 9 dealing with Exploratory Wells.

ARTICLE 5

ESTABLISHMENT, REVISION AND CONSOLIDATION OF PARTICIPATING AREAS

5.1 **Proposal.** Unit Operator shall initiate each proposal for the establishment or revision of a participating area by submitting the proposal in writing to each Party at least 20 days before filing the same with the ~~Director~~* The date of proposed filing must be shown on the proposal. If the proposal receives the Approval of the Parties within the proposed participating area, then such proposal shall be filed on the date specified in the notice.

5.2 **Objections to Proposal.** Prior to the proposed filing date any Party may submit to all other Parties written objections to such proposal. If, despite such objections, the proposal receives the Approval of the Parties within the proposed participating area, then the Party making the objections may renew the same before the ~~Director~~.*

5.3 **Revised Proposal.** If the proposal does not receive the Approval of the Parties within the proposed participating area, then Unit Operator shall submit a revised proposal taking into account the objections made to the first proposal. If no proposal receives the Approval of the Parties within 30 days from the submission of the first proposal, then Unit Operator shall file with the ~~Director~~* a proposal reflecting as nearly as practicable the various views expressed by the Parties.

5.4 **Rejection by ~~Director~~.*** If a proposal filed by Unit Operator, as above provided, is rejected by the ~~Director~~,* Unit Operator shall initiate a new proposal in the same manner as provided in Section 5.1, and the procedure with respect thereto shall be the same as in the case of an initial proposal.

5.5 **Consolidation.** Two or more participating areas may be combined as provided in the Unit Agreement.

* Supervisor

ARTICLE 6

APPORTIONMENT OF COSTS AND OWNERSHIP AND DISPOSITION OF PRODUCTION AND PROPERTY

6.1 **Apportionment and Ownership Within Participating Area.** Except as otherwise provided in Article 8 dealing with Development Wells, Part 1 of Exhibit 4 dealing with Exploratory Wells, and Part 2 of Exhibit 4 dealing with Attempted Completion, Deepening and Plugging Back:

A. Costs. All Costs incurred in the development and operation of a participating area for or in connection with production of Unitized Substances from any pool or zone for which such participating area is established shall be borne by the Parties within such participating area on an Acreage Basis determined as of the time such Costs are incurred.

B. Production. All Production from a participating area shall be ~~allocated in accordance with the Unit Agreement~~ on an acreage basis to the tracts of land within such participating area. That portion of such Production which is allocated to any such tract shall be owned by the Party or Parties having Committed Working Interest or Interests therein in the same manner and subject to the same conditions as if actually produced from such tract through a well thereon, and as if this agreement and the Unit Agreement had not been executed.

C. Property. All materials, equipment and other property, whether real or personal, the cost of which is chargeable as Costs and which have been acquired in connection with the development or operation of a participating area shall be owned by the Parties within such participating area on an Acreage Basis.

6.2 **Ownership and Costs Outside Participating Area.** If a well completed as a producer is not included within a participating area, such well, the Production therefrom, and the materials and equipment therein or appurtenant thereto shall be owned by the Party or Parties who constituted the Drilling Party for such well, and all Costs incurred in the operation of the well shall be charged to and borne by such Party or Parties, and all Lease Burdens payable in respect of Production from the well shall be borne and paid by such Party or Parties. If the Drilling Party comprises two or more Parties, apportionment among them of ownership, Costs and Lease Burdens shall be in the same proportions that they bore the Costs incurred in Drilling the well. Refer to Paragraph 37.4.

6.3 **Taking in Kind.** Each Party shall currently as produced take in kind or separately dispose of its share of Production and pay Unit Operator for any extra expenditure necessitated thereby. Except as otherwise provided in Section 15.5 dealing with Liens, each Party shall be entitled to receive directly payment for its proportionate share of the proceeds from the sale of its share of Production, and on all purchases or sales each Party shall execute any division order or contract of sale pertaining to its interest. Refer to Paragraph 37.2A.

6.4 **Failure to Take in Kind.** ~~If any Party fails so to take or dispose of its share, Unit Operator shall have the right for the time being and subject to revocation at will by the Party owning same to purchase for its own account or sell to others such share at not less than the market price prevailing in the area and not less than the price Unit Operator is receiving for its share of Production, subject to the right of such Party to exercise at any time its right to take in kind or separately dispose of its own share of Production not previously taken by Unit Operator or delivered to others pursuant to this Section 6.4.~~ Refer to Section 37.1

6.5 **Surplus Materials and Equipment.** Materials and equipment acquired by the Parties, or any of them pursuant to this agreement, may be classified as surplus by Unit Operator when deemed by it to be no longer needed in operations hereunder, by giving to each Party owning an interest therein written notice thereof. Such surplus materials and equipment shall be disposed of as follows:

A. Each Party owning an interest therein shall have the right to take in kind its share of surplus tubular goods and other surplus items which are susceptible of division in kind, by written notice given to Unit Operator within thirty (30) days after classification thereof as surplus, except that such right shall not apply to junk or to any item ~~(other than tubular goods)~~ having a replacement cost less than one thousand dollars ($1,000).

B. Surplus materials and equipment not divided in kind (other than junk and any item ~~other than tubular goods having a replacement cost of less than one thousand dollars ($1,000))~~ shall be ~~offered to the Parties owning interests therein and~~ sold to the highest bidder or bidders.

C. Surplus materials and equipment not disposed of in accordance with the preceding provisions of this section shall be disposed of by Unit Operator for the best prices obtainable.

ARTICLE 7

PLANS OF DEVELOPMENT

7.1 **Wells and Projects Included.** Each plan for the development and operation of the Unit Area which is submitted by Unit Operator to the Supervisor in accordance with the Unit Agreement shall make provision only for such Drilling, Deepening and Plugging Back operations and such other projects as Unit Operator has been authorized to conduct by the Parties chargeable with the Costs incurred therein.

7.2 **Notice of Proposed Plan.** At least ten (10) days before submitting any such proposed plan to the Supervisor, Unit Operator shall give each Party written notice thereof, together with a copy of the proposed plan.

7.3 **Notice of Approval or Disapproval.** If and when a proposed plan has been approved or disapproved by the Supervisor, Unit Operator shall give prompt written notice thereof to each Party. In the case of disapproval, Unit Operator shall include in such notice the reasons therefor.

7.4 **Amendments.** If any Party or Parties shall have elected to proceed with Drilling, Deepening or Plugging Back operation in accordance with the provisions of this agreement, and such operation is not provided for in the then current plan of development as approved by the Supervisor, Unit Operator shall either (a) request the Supervisor to approve an amendment to such plan which will provide for the conduct of such operation, or (b) request the Supervisor to consent to such operation, if his consent is sufficient.

7.5 **Cessation of Operations Under Plan.** If any such plan as approved by the Supervisor provides for the cessation of any Drilling or other operations therein provided for on the happening of a contingency and if such contingency occurs, Unit Operator shall promptly cease such Drilling or other operations and shall not incur any additional Costs in connection therewith unless and until such Drilling or other operations are again authorized in accordance with this agreement by the Parties chargeable with such Costs.

ARTICLE 8
DRILLING OF DEVELOPMENT WELLS

8.1 Purpose and Procedure. It is the purpose of this Article to set forth the procedure for Drilling a Development Well otherwise than by the written consent of all Parties within the participating area involved. The Drilling of a Development Well pursuant to the procedure herein set forth shall, however, be subject to such Drilling receiving the Approval of the Parties, unless the Drilling of the proposed well is necessary to prevent the loss of Committed Working Interest in the tract of land on which the proposed well is to be Drilled. Vote by any Party in favor of Approval of the Drilling of any such well shall not, however, be deemed an election by such Party to participate in the Costs thereof, but will mean only that such Party considers the Drilling of the well consistent with the ordinary development of the participating area involved and has no objection to the Drilling thereof.

8.2 Notice of Proposed Drilling. Subject to the provisions of Section 8.1, any Party within a participating area may propose the Drilling of a Development Well therein by giving to each of the other Parties within the participating area written notice specifying the location, depth and estimated cost of the proposed well, which location shall conform to any applicable spacing pattern theretofore adopted or then being followed, or an authorized exception thereto.

8.3 Response to Notice. Within thirty (30) days after receipt of such notice, each Party within such participating area shall advise all other Parties therein, in writing, whether or not it wishes to participate in Drilling the proposed well. If all the Parties within such participating area so advise that they wish to participate therein, the proposed well shall be Drilled by Unit Operator for the account of all the Parties within the participating area. If any Party fails to respond to such notice within said thirty (30) day period, it shall be deemed to have elected not to participate in Drilling the proposed well.

8.4 Notice of Election to Drill. Unless all Parties within the participating area agree to participate in response to said notice, then within fifteen (15) days after expiration of said period of thirty (30) days, each Party within the participating area who then desires to have the proposed well Drilled shall give to all other Parties within the participating area written notice of election to proceed with the Drilling of said well. Failure to give such notice shall be deemed an election not to participate in Drilling said well.

8.5 Effect of Election to Drill. If one or more, but not all of the Parties within the participating area so elect to proceed, Unit Operator shall Drill the well for the account of such Party or Parties, who shall constitute the Drilling Party.

8.6 Subsequent Election. If election to Drill the proposed well is made, any Party within the participating area who has not previously elected to participate therein may do so by written notice given to all other Parties within the participating area at any time before operations for Drilling the well are commenced, in which event such Party shall be included in the Drilling Party. However, such Party shall be bound by any and all Directions and Approvals theretofore given by the Drilling Party concerning the Drilling of the well.

8.7 Rights and Obligations of Drilling Party and Non-Drilling Parties. Whenever a Development Well is Drilled otherwise than for the account of all Parties within the participating area involved, the provisions of Article 12 dealing with Rights and Obligations of Drilling Party and Non-Drilling Parties shall be applicable.

ARTICLE 9
EXPLORATORY WELLS

9.1 Procedure for Drilling. The Drilling of Exploratory Wells shall be governed by the provisions of Part 1 of Exhibit 4 hereto attached and made a part hereof.

ARTICLE 10
REQUIRED WELLS

10.1 Definition. For the purpose of this Article a well shall be deemed a required well if the Drilling thereof is required by the final order of an authorized representative of the Department of Interior. Such an order shall be deemed final upon expiration of the time allowed for appeal therefrom without the commencement of appropriate appeal proceedings or, if such proceedings are commenced within said time, upon the final disposition of the appeal. Whenever Unit Operator receives any such order, it shall promptly mail a copy thereof to each of the other Parties; if any such order is appealed, the Party appealing shall give prompt written notice thereof to each of the other Parties, and upon final disposition of the appeal, Unit Operator shall give each of the other Parties prompt written notice of the result thereof.

10.2 Election to Drill. Any Party desiring to Drill, or participate in the Drilling of, a required well shall give to Unit Operator written notice thereof within thirty (30) days after the order requiring such well becomes final or within such lesser time as may be required by such order. If such notice is given within said period, Unit Operator shall Drill the required well for the account of the Party or Parties giving such notice, who shall bear all Costs incurred therein, provided, however, that if the Required Well is a Development Well it shall not be drilled unless it receives the Approval of the Parties. The rights and obligations of such Party or Parties with respect to the ownership of such well, the operating rights therein, the Production therefrom and the bearing of Costs incurred therein shall be the same as if the well had been Drilled for the account of such Party or Parties under Article 8 dealing with Development Wells, if the same is a Development Well, or Article 9 dealing with Exploratory Wells, if the same is an Exploratory Well or a Subsequent Test Well.

10.3 Alternatives to Drilling. If no Party elects to Drill a required well within the period allowed for such election, and if any of the following alternatives is available, the first such alternative which is available shall be followed:

A. Compensatory Royalties. If compensatory royalties may be paid in lieu of Drilling the well and if payment thereof receives, within said period, the Approval of the Parties who would be chargeable with the Costs incurred in Drilling the well, if the well were Drilled as provided in Section 10.4, Unit Operator shall pay such compensatory royalties for the account of said Parties; or

B. Contraction. If the Drilling of the well may be avoided, without other penalty, by contraction of the Unit Area, Unit Operator shall make reasonable effort to effect such contraction with the approval of the Supervisor; or

C. Termination. If the required well is a Subsequent Test Well, the Parties shall join in termination of the Unit Agreement in accordance with its provisions.

10.4 Required Drilling. If none of the foregoing alternatives is available, Unit Operator shall Drill the required well under whichever of the following provisions is applicable:

A. Development Well. If the required well is a Development Well, it shall be Drilled by Unit Operator for the account of all Parties within the participating area in which the well is Drilled; or

B. Exploratory Well. If the required well is an Exploratory Well, it shall be Drilled by Unit Operator for the account of the Party or Parties who would be obligated to bear the Costs thereof in accordance with Part 1 of Exhibit 4.

ARTICLE 11
ATTEMPTED COMPLETION, DEEPENING, PLUGGING BACK AND ABANDONMENT

11.1 Procedure. The attempted completion, Deepening, or Plugging Back of any well not completed as a producer, the abandonment of a producing well and the Deepening or Plugging Back of any well abandoned in the stratum in which it was completed as a producer, shall be governed by the provisions of Part 2 of Exhibit 4 hereto attached and made a part hereof.

ARTICLE 12
RIGHTS AND OBLIGATIONS OF DRILLING PARTY AND NON-DRILLING PARTY

12.1 Scope of Article. Subject to such contrary or inconsistent provisions, if any, as are contained in Exhibit 4, the rights and obligations of the Drilling Party and Non-Drilling Party in respect of a well which is Drilled, Deepened, Plugged Back or completed otherwise than for the account of all Parties entitled to participate therein, shall be governed by the succeeding provisions of this article.

12.2 Relinquishment of Interest by Non-Drilling Party. When a well is Drilled, Deepened, Plugged Back or completed otherwise than for the account of all Parties entitled to participate therein, each Non-Drilling Party shall be deemed to have relinquished to the Drilling Party all of its operating rights and working interest in and to such well. In the case of a Deepening or Plugging Back, if a Non-Drilling Party owned an interest in the well immediately prior to the Deepening or Plugging Back, the Drilling Party shall pay to such Non-Drilling Party its share of the Salvage Value of the well, such payment to be made at the time the well is taken over by the Drilling Party for Deepening or Plugging Back.

12.3 **Reversion of Relinquished Interest.** If the well is completed as a producer of Unitized Substances, and if the well is a Development Well, or results in the establishment or enlargement of a participating area to include such well, the entire operating rights and working interest relinquished by a Non Drilling Party shall revert to it at such time as the proceeds or market value of that portion of the Production obtained from the well after such relinquishment which is allocated to the acreage of such Non-Drilling Party in the participating area involved (after deducting from such proceeds or market value all Lease Burdens and all taxes upon or measured by Production that are payable up to such time on said portion of the Production from such well) shall equal the total of the following:

A. 100% of that portion of the Costs incurred in operating the well after such relinquishment, and up to such time, that would have been charged to such Non-Drilling Party if the well had been Drilled, Deepened, Plugged Back or completed for the account of all Parties entitled to participate therein.

B. 300% of that portion of the Costs incurred in Drilling, Deepening, Plugging Back or completing the well that would have been charged to such Non-Drilling Party if the well had been Drilled, Deepened, Plugged Back or completed for the account of all Parties entitled to participate therein.

However, if a Deepening or Plugging Back is involved (1) any payment made to such Non-Drilling Party as its share of the Salvage Value of the well in accordance with Section 12.2 shall be added to and deemed part of the Costs incurred in operating the well, for the purposes of Subdivision A above, and (2) if such Non-Drilling Party did not participate in the initial Drilling of the well, but the Drilling Party did participate therein, and if the interest relinquished by such Non-Drilling Party upon the initial Drilling of the well had not reverted to it before such Deepening or Plugging Back, then, for the purposes of Subdivision B above, there shall be added to and deemed part of the Costs incurred in the Deepening or Plugging Back, the then unrecovered portion of the Costs incurred in the initial Drilling of the well down to the pool or zone in which such well is completed as a producer.

12.4 **Effect of Reversion.** From and after reversion to a Non-Drilling Party of its relinquished interest in a well, such Non-Drilling Party shall share, on an Acreage Basis in the ownership of the well, the operating rights and working interest therein, the materials and equipment in or pertaining to the well, the Production therefrom and the Costs of operating the well.

12.5 **Rights and Obligations of Drilling Party.** The Drilling Party for whom a well is Drilled, Deepened, Plugged Back or completed shall pay and bear all Costs incurred therein, and shall own the well, the materials and equipment in the well or pertaining thereto, and the production therefrom, subject to reversion to each Non-Drilling Party of its relinquished interest in the well. If the well is a Development Well, or results in the establishment or enlargement of a participating area to include the well, then, until reversion to a Non-Drilling Party of its relinquished interest, the Drilling Party shall pay and bear (a) that portion of the costs incurred in operating the well that otherwise would be chargeable to such Non-Drilling Party, and (b) all Lease Burdens that are payable in respect of that portion of the Production from such well which is allocated to the acreage of such Non-Drilling Party. If the Drilling Party includes two (2) or more Parties, the burdens imposed upon and the benefits accruing to the Drilling Party shall be shared by such Parties on an Acreage Basis among themselves.

ARTICLE 13
ADJUSTMENT ON ESTABLISHMENT OR CHANGE OF PARTICIPATING AREA

13.1 **When Adjustment Made.** Whenever, in accordance with the Unit Agreement, a participating area is established or revised by contraction or enlargement, and whenever two or more participating areas are combined (the participating area resulting from such establishment, revision or combination being hereinafter referred to as a "resulting area") an adjustment shall be made in accordance with the succeeding provisions of this Article 13, as of the date on which the establishment, revision or combination that creates such resulting area becomes effective, such date being hereinafter referred to as the "effective date" of such resulting area.

13.2 *Definitions.* As used in this Article 13:

A. "Useable well" within a resulting area means a well which is either (1) completed in and capable of producing unitized substances from a pool or zone for which such resulting area is created, or (2) used as a disposal well, injection well or otherwise, in connection with the production of Unitized Substances from such resulting area.

B. "Intangible value" of a useable well within a resulting area means the amount of Costs incurred in Drilling such well, or Deepening it, down to the deepest pool or zone for which such resulting area is created, and which contribute to the Production of Unitized Substances therefrom and which are properly classified as intangible costs in conformity with accounting practices generally accepted in the industry, reduced at the following rates for each month during any part of which such well has been operated prior to the effective date of such resulting area:

(1) One-half per cent (0.50%) per month for a cumulative total of 120 months, and

(2) None per cent (-0-%) per month for each month in excess of said cumulative total.

C. "Tangible property" serving a resulting area means any kind of tangible property (whether or not in or pertaining to a well) which has been acquired for use in or in connection with the Production of Unitized Substances from such resulting area or any portion thereof, and the cost of which has been charged as Costs pursuant to this agreement.

D. "Value" of tangible property means the amount of Costs incurred therefor, including Costs incurred in the construction or installation thereof (excepting installation costs properly classified as part of the intangible costs incurred in connection with a well) reduced, in the case of tangible property which is generally regarded as depreciable, at such reasonable rates of depreciation as receive the Approval of the Parties within such resulting area, for the period of time between the acquisition date thereof and the effective date of such resulting area.

13.3 **Method of Adjustment on Establishment or Enlargement.** As promptly as reasonably possible after the effective date of a resulting area created by establishment or enlargement of a participating area, and as of such effective date an adjustment shall be made in accordance with the following provisions except to the extent otherwise specified in Section 13.6.

A. The intangible value of each useable well within such resulting area on the effective date thereof shall be credited to the Party or Parties who own such well immediately prior to such effective date, in proportion to their respective interests in such well immediately prior to such effective date. The total amount so credited as the intangible value of useable wells shall be charged to all parties within the resulting area on an Acreage Basis.

B. The value of each item of tangible property serving the resulting area on the effective date thereof shall be credited to the Party or Parties who own such item immediately prior to such effective date, in proportion to their respective interests in such item immediately prior to such effective date. The total amount so credited as the value of tangible property shall be charged to all Parties within the resulting area on an Acreage Basis.

C. If a resulting area, on the effective date thereof, is served by any tangible property or useable well, which also serves another participating area or other participating areas, the value of such tangible property and useable well (including intangible value thereof) shall be determined in accordance with Subdivision D of Section 13.2, and such value may be fairly apportioned between such resulting area and such other participating area or areas, provided that such apportionment receives Approval of the Parties in each participating area concerned. That portion of the value of such tangible property and useable well (including intangible value thereof) which is so apportioned to the resulting area shall be included in the adjustment made as of the effective date of such resulting area in the same manner as the value of tangible property serving only the resulting area.

D. The credits and charges above provided for shall be made by Unit Operator, in such manner that an adjustment shall be made for the intangible value of useable wells separate and apart from an adjustment for the value of tangible property. On each such adjustment, each Party who is charged an amount in excess of the amount credited to it, shall pay to Unit Operator the amount of such excess, which shall be considered as Costs chargeable to such Party for all purposes of this agreement, and such amount, when received by Unit Operator, shall be distributed or credited to the Parties who, in such adjustment, are credited with amounts in excess of the amounts charged to them respectively.

13.4 **Method of Adjustment on Contraction.** As promptly as reasonably possible after the effective date of any contraction of a participating area, an adjustment shall be made with each Party owning a Committed Working Interest in land excluded from the participating area by such contraction (such Committed Working Interest being hereinafter in this section referred to as "excluded interest") in accordance with the following provisions:

A. An adjustment for intangibles shall be made in accordance with Subdivision B hereof and a separate adjustment for tangibles shall be made in accordance with Subdivision C hereof.

B. Such party shall be credited with the sum of (1) the total amount theretofore charged against such Party in respect of its excluded interest in accordance with the accounting procedure set forth in Exhibit 2 as intangible Costs incurred in the development and operation of the participating area prior to the effective date of such contraction, plus (2) the total amount charged against such Party in respect of such excluded interest as intangible value of useable wells in any previous adjustment or adjustments made upon the establishment or revision of such participating area. Such Party shall be charged with the sum of (1) the market value of that portion of the Production from such participating area which, prior to the effective date of such contraction, is delivered to such Party in respect of such excluded interest, less the amount of Lease Burdens and taxes paid or payable on said portion, and (2) the total amount credited to such Party in respect of such excluded interest as intangible value of useable wells, in any previous adjustment or adjustments made upon the establishment or revision of such participating area. Any difference between the amount of said credit and the amount of said charge shall be adjusted as hereinafter provided.

C. Such Party shall be credited with the sum of (1) the total amount theretofore charged against such Party in respect of its excluded interest, in accordance with the accounting procedure set forth in Exhibit 2, as Costs other than intangible Costs incurred in the development and operation of the participating area prior to the effective date of such contraction, plus (2) the total amount charged against such Party in respect of its excluded interest as value of tangible property in any previous adjustment or adjustments made upon the establishment or revision of such participating area, plus (3) the excess, if any, of the credit provided for in Subdivision B of this Section over the charge provided for in said Subdivision B. Such Party shall be charged with the sum of (1) the excess, if any, of the charge provided for said Subdivision B, over the credit therein provided for, plus (2) the total amount credited to such Party in respect of its excluded interest as value of tangible property in any previous adjustment or adjustments made upon the establishment or revision of such participating area.

D. If the charge provided for in Subdivision C of this Section is equal to or greater than the credit therein provided for, no adjustment shall be made with such Party. However, if the credit provided for in said Subdivision C is in excess of the charge therein provided for, such excess shall be charged on an Acreage Basis against the Parties who remain in the participating area after such contraction, and shall be paid by said Parties to Unit Operator upon receipt of invoices therefor. Such payments, when received by Unit Operator, shall be paid by it to the Party owning such excluded interest.

13.5 **Ownership of Wells and Tangible Property.** From and after the effective date of a resulting area, all useable wells within such resulting area and all tangible property serving such resulting area shall be owned by the Parties within such area on an Acreage Basis, except that (a) in the case of tangible property serving a participating area or participating areas in addition to the resulting area, only that undivided interest therein which is proportionate to that portion of the value thereof which is included in the adjustment above provided for shall be owned by the parties within the resulting area on an Acreage Basis, and (b) if a Party within the resulting area was a Non-Drilling Party for a well which is a useable well within such resulting area on the effective date thereof, and if the relinquished interest of such Non-Drilling Party in such well has not reverted to it prior to such effective date, the Drilling Party for such well shall own the interest therein that would otherwise be owned by such Non-Drilling Party, until reversion to such Non-Drilling Party of its relinquished interest in such well.

13.6 **Relinquished Interests of Non-Drilling Parties.** If the interest relinquished by a Non-Drilling Party in a well which is a useable well within a resulting area on the effective date thereof has not reverted to it prior to such effective date then insofar, and only insofar, as relates to such well, the adjustments provided for in Section 13.3 shall be subject to the following provisions, wherein the sum of the intangible value of such well, plus the value of the tangible property in or pertaining thereto, is referred to as the "value" of such well:

A. The Drilling Party for such well shall be charged with that part of the value of the well that would otherwise be chargeable to such Non-Drilling Party in respect of (1) such Non-Drilling Party's Committed Working Interest or Interests in the participating area in which the well was Drilled, as such participating area existed when the Drilling of the well was commenced, if the well was Drilled as a Development Well, or (2) the Committed Working Interest or Interests of such Non-Drilling Party which entitled it to participate in the Drilling, Deepening, Plugging Back, or Completion of the well, if it was Drilled, Deepened, Plugged Back or Completed, otherwise than as a Development Well. However, such Non-Drilling Party shall be charged with such part, if any, of the value of such well as is chargeable to it, in accordance with Subdivisions A and B of Section 13.3, in respect of its Committed Working Interests other than those referred to in (1) or (2) above.

B. If that part of the value of such well which would have been credited to such Non-Drilling Party, if the well had been Drilled, Deepened, Plugged Back or Completed for the account of all Parties entitled to participate therein, exceeds the amount provided in Subdivision A above to be charged against the Drilling Party, such excess shall be applied against the reimbursement to which the Drilling Party is entitled out of Production that would otherwise accrue to such Non-Drilling Party. Any balance of such excess over the amount necessary to complete such reimbursement shall be credited to such Non-Drilling Party.

ARTICLE 14
SUPERVISION OF OPERATIONS BY PARTIES

14.1 **Right of Supervision.** Each operation conducted by Unit Operator under this agreement or the Unit Agreement shall be subject to supervision and control in accordance with the succeeding provisions of this article by the Parties who are chargeable with the Costs thereof.

14.2 **Voting Control.** In the supervision of an operation conducted by Unit Operator, the Parties chargeable with the Costs of such operation shall have the right to vote thereon in proportion to their respective obligations for such Costs. The Parties having the right to vote on any other matter shall vote thereon on an Acreage Basis. Except as provided in the Unit Agreement and except as otherwise specified herein (particular reference being made to Section 25.1, Consent Required to Commence Secondary Recovery and Pressure Maintenance; Section 27.1, Surrender or Release Within Participating Area, and that portion of Part 2, Exhibit 4 relating to Abandonment of producing wells outside of a participating area), the affirmative vote of Parties having seventy-five per cent (75%) or more of the voting power on any matter which is proper for action by them shall be binding on all Parties entitled to vote thereon; provided, however, that if one Party voting in the affirmative has Seventy-five per cent (75%) or more but less than eighty per cent (80%) of the voting power, the affirmative vote of such Party shall not be binding on the Parties entitled to vote thereon unless its vote is supported by the affirmative vote of at least one additional Party; and provided further, that if one Party voting in the negative or failing to vote has more than twenty-five per cent (25%) but less than fifty per cent (50%) of the voting power, the affirmative vote of the Parties having a majority of the voting power shall be binding on all Parties entitled to vote unless there is a negative vote of at least one additional Party. In the event only two Parties are entitled to vote, the vote of the one with the greater interest shall prevail. If only one Party is entitled to vote, such Party's vote shall control. A Party failing to vote shall not be deemed to have voted either in the affirmative or negative. Any Approval or Direction provided for in this agreement which receives the affirmative vote above specified shall be deemed given by and shall be binding on all Parties entitled to vote thereon, except where the vote of a larger percentage is specifically required.

14.3 **Meetings.** Any matter which is proper for consideration by the Parties or any of them, may be considered at a meeting held for that purpose. A meeting may be called by Unit Operator at any time and a meeting shall be called by Unit Operator upon written request of any Party or Parties having five per cent (5%) or more of the voting power on each matter to be considered at the meeting. At least ten (10) days in advance of each meeting, Unit Operator shall give each Party entitled to vote thereat written notice of the time, place and purpose of the meeting. Unit Operator's representative shall be chairman of such meetings.

14.4 **Action Without Meeting.** In lieu of calling a meeting, Unit Operator may submit any matter which is proper for consideration by the Parties, or any of them, by giving to each such Party written notice by mail or telegraph (or telephone confirmed in writing not later than the next business day), describing in adequate detail the matter so submitted. Each Party entitled to vote on any matter so submitted shall communicate its vote thereon to Unit Operator by mail or telegraph (or telephone, confirmed in writing not later than the next business day), within such period as may be designated in the notice given by Unit Operator (which period shall not be less than ten (10) nor more than thirty (30) days) provided, however, that if within ten (10) days after submission of such matter, request is made for a meeting in accordance with Section 14.3, such matter shall be considered only at a meeting called for that purpose. If a meeting is not required, then, at the expiration of the period designated in the notice given by it, Unit Operator shall give to each Party entitled to vote thereon written notice stating the tabulation and result of the vote.

14.5 **Representatives.** Promptly after execution of this agreement, each Party by written notice to all other Parties shall designate a representative authorized to vote for such Party, and may designate an alternate who is authorized to vote for such Party in the absence of its representative. Any such designation of a representative or alternate representative may be revoked at any time by written notice given to all other Parties, provided such notice designates a new representative or alternate representative as the case may be. In addition, any corporate Party may vote through its President, or any of its Vice Presidents, and a Party which is a partnership may vote through any of its partners.

14.6 **Audits.** ~~An audit shall be made of Unit Operator's records and books of account pertaining to operations hereunder whenever the making of such audit receives the Approval of the Parties (other than the Party acting as Unit Operator) chargeable with the Costs incurred during the period covered by the audit, except that such audit shall not be made more often than once each six months. Such audit shall be made by auditors in the employ of said Parties, and allowance to be made to each Party furnishing an auditor shall be determined by the Approval of said Parties; such allowance shall be paid by said Parties in proportion to their respective participations among themselves in Costs incurred during the period covered by the audit.~~ Refer to Exhibit "2" for audits

14.7 **Extraneous Projects.** Nothing contained in this agreement shall be deemed to authorize the Parties, by vote or otherwise, to act on any matter or authorize any expenditure unless such matter or expenditure relates to the conduct of operations authorized by the Unit Agreement or this agreement.

ARTICLE 15
UNIT OPERATOR'S POWERS AND RIGHTS

15.1 **In General.** Subject to the limitations provided for in this agreement, all operations authorized by the Unit Agreement and this agreement shall be managed and conducted by Unit Operator. Unit Operator shall have exclusive custody of all materials, equipment and any other property used in connection with any operation on the Unit Area.

15.2 **Employees.** All individuals employed by Unit Operator in the conduct of operations hereunder shall be the employees of Unit Operator alone, and their working hours, rates of compensation and all other matters relating to their employment shall be determined solely by Unit Operator.

15.3 **Non-Liability.** Unit Operator shall not be liable to any other Party for anything done or omitted to be done by it in the conduct of operations hereunder except in case of bad faith.

15.4 **Force Majeure.** The obligations of Unit Operator hereunder shall be suspended to the extent that, and only so long as, performance thereof is prevented by fire, action of the elements, strikes or other differences with workmen, acts of civil or military authorities, acts of the public enemy, restrictions or restraints imposed by law or by regulation or order of governmental authority, whether federal, state or local, inability to obtain necessary rights of access, or any other cause reasonably beyond control by Unit Operator, whether or not similar to any cause above enumerated. Whenever performance of its obligations is prevented by any such cause, Unit Operator shall give notice thereof to the other Parties as promptly as reasonably possible.

15.5 **Lien.** Each of the other Parties hereby grants to Unit Operator a lien upon its Committed Working Interests, its interest in all jointly owned materials, equipment and other property and its interest in all Production, as security for payment of Costs chargeable to it, together with any interest payable thereon. Unit Operator shall have the right to bring any action at law or in equity to enforce collection of such indebtedness with or without foreclosure of such lien. In addition, upon default by any Party in the payment of Costs chargeable to it, Unit Operator shall have the right to collect and receive from the purchaser or purchasers thereof the proceeds of such Party's share of Production, up to the amount owing by such Party plus interest at the rate of six per cent ten per cent (10%) until paid; each such purchaser shall be entitled to rely on Unit Operator's statement concerning the existence and amount of any such default.

15.6 **Advances.** Unit Operator, at its election, shall have the right from time to time to demand and receive from the other Parties chargeable therewith payment in advance of their respective shares of the estimated amount of the Costs to be incurred during any month, which right may be exercised only by submission to each such Party of a properly itemized statement of such estimated Costs, together with an invoice for its share thereof. Each such statement and invoice for the payment in advance of estimated Costs for any month shall be submitted on or about the twentieth (20th) day of the next preceding month. The amount of each such invoice shall be payable within fifteen (15) days after the * mailing thereof, and thereafter shall bear interest at the rate of six per cent ten per cent (10%) until paid. Proper adjustment shall be made monthly between such advances and Costs, to the end that each Party shall bear and pay its proportionate share of Costs incurred and no more. Unit Operator may request advance payment or security for the total estimated Costs to be incurred in a particular Drilling, Deepening or Plugging Back operation and notwithstanding any other provision of this agreement shall not be obligated to commence such operation unless and until such advance payment is made or Unit Operator is furnished security acceptable to it for the payment thereof by the Party or Parties chargeable therewith.

15.7 **Use of Unit Operator's Drilling Equipment.** Any Drilling, Deepening or Plugging Back operation conducted hereunder may be conducted by Unit Operator by means of its own tools and equipment provided that the rates to be charged and the applicable terms and conditions are set forth in a form of drilling contract which receives the Approval of the Party or Parties chargeable with the Costs incurred in such operation, except that in any case where the Unit Operator alone constitutes the Drilling Party, such form shall receive the approval of the Parties within the participating area, or other designated area for such well, prior to the commencement of such operation.

15.8 **Rights as Party.** As an owner of Committed Working Interest, the Party acting as Unit Operator shall have the same rights and obligations hereunder as if it were not the Unit Operator. In each instance where this agreement requires or permits a Party to give a notice, consent or approval to the Unit Operator, such notice, consent or approval shall be deemed properly given by the Party acting as Unit Operator if and when given to all other Parties entitled to give or receive such notice, consent or approval.

* receipt

ARTICLE 16
UNIT OPERATOR'S DUTIES

16.1 **Specific Duties.** In the conduct of operations hereunder, Unit Operator shall:

A. **Drilling of Wells.** Drill, Deepen or Plug Back a well or wells only in accordance with the provisions of this agreement;

B. **Compliance with Laws and Agreements.** Comply with the provisions of the Unit Agreement, all applicable laws and governmental regulations (whether federal, state or local), and Directions by the Parties pursuant to this agreement; in case of conflict between such Directions and the provisions of the Unit Agreement or such laws or regulations, the provisions of the Unit Agreement or such laws or regulations shall govern;

C. **Consultation with Parties.** Consult freely with the Parties within the area affected by any operation hereunder, and keep them advised of all matters arising in operations hereunder which Unit Operator deems important, in the exercise of its best judgment;

D. **Payment of Costs.** Pay all Costs incurred in operations hereunder promptly as and when due and payable, and keep the Committed Working Interests and all property used in connection with operations under this agreement free from liens which may be claimed for the payment of such Costs, except any such lien which it disputes, in which event Unit Operator may contest the disputed lien upon giving written notice thereof to the Parties affected thereby;

E. **Records.** Keep full and accurate records of all Costs incurred, and controllable materials and equipment, which records, and receipts and vouchers in support thereof, shall be available for inspection by authorized representatives of the other Parties at reasonable intervals during usual business hours at the office of Unit Operator;

F. **Information.** Furnish to each of the other Parties who makes timely written request therefor (1) copies of Unit Operator's authorizations for expenditure or itemizations of estimated expenditures in excess of Five Thousand & No/100 Dollars ($ 5,000.00), (2) copies of all drilling reports, well logs, basic engineering data, tank tables, gauge reports and run tickets, (3) reports of stock on hand at the first of each month, and (4) samples of cores or cuttings taken from wells Drilled hereunder, to be delivered at the well in containers furnished by the Party requesting same, and (5) such other and additional information or reports as may be required by Direction of the Parties within the area affected: Refer to Section 37.3

G. **Access to Unit Area.** Permit each of the other Parties, through its duly authorized employees or agents, but at such Party's sole risk and expense, to have access to the Unit Area at all times, and to the derrick floor of each well Drilled or being Drilled hereunder, for the purpose of observing operations conducted hereunder and inspecting

materials, equipment or other property used in connection with operations under this agreement, and to have access at reasonable times to information and data in the possession of Unit Operator concerning the Unit Area.

16.2 Insurance.

A. Unit Operator's. Unit Operator shall comply with the Workmen's Compensation Law of the state in which the Unit Area is located. Unit Operator shall also maintain in force at all times with respect to operations hereunder such other insurance, if any, as may be required by law. In addition, Unit Operator shall maintain such other insurance, if any, as is described in Exhibit 5 hereto attached or as receives the Approval of the Parties from time to time. Unit Operator shall carry no other insurance for the benefit of the Parties except as above specified. Upon written request of any Party, Unit Operator shall furnish evidence of insurance carried by it with respect to operations hereunder.

B. Contractor's. Unit Operator shall require all contractors engaged in operations under this agreement to comply with the Workmen's Compensation Law of the state in which the Unit Area is located and to maintain such insurance as is required by Direction of the Parties.

C. Automotive Equipment. In the event Automobile Public Liability insurance is specified in said Exhibit 5 or subsequently receives the Approval of the Parties, no direct charge shall be made by Unit Operator for premiums paid for such insurance for Operator's fully owned automotive equipment.

16.3 Non-Discrimination. In connection with the performance of work under this Agreement the Operator agrees to comply with all provisions of Section 202 (1) through (7) inclusive, of Executive Order 11246 (30 F.R. 12319), as amended, which are set forth in Exhibit 6 attached hereto.

The Unit Operator agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

16.4 Drilling Contracts. Each Drilling, Deepening or Plugging Back operation conducted hereunder, and not performed by Unit Operator with its own tools and equipment in accordance with Section 15.7 dealing with Use of Unit Operator's Drilling Equipment, shall be performed by a reputable drilling contractor having suitable equipment and personnel under written contract between Unit Operator and the contractor, at the most favorable rates and on the most favorable terms and conditions bid by any such contractor after soliciting bids, if bids are obtainable, but otherwise at rates and on terms and conditions receiving the Approval of the Parties.

16.5 Uninsured Losses. Any and all payments made by Unit Operator in the settlement or discharge of any liability to third persons (whether or not reduced to judgment) arising out of an operation conducted hereunder and not covered by insurance herein provided to be maintained by Unit Operator shall be charged as Costs and borne by the Party or Parties for whose account such operation was conducted.

ARTICLE 17

LIMITATIONS ON UNIT OPERATOR

17.1 Specific Limitations. In the conduct of operations hereunder, Unit Operator shall not, without first obtaining the Approval of the Parties:

A. Change in Operations. Make any substantial change in the basic method of operation of any well, except in the case of an emergency.

B. Limit on Expenditures. Undertake any project reasonably estimated to require an expenditure in excess of Fifteen-Thousand and No/100-- Dollars ($ 15,000.00); provided, however, that (1) Unit Operator is authorized to make all usual and customary operating expenditures that are required in the normal course of producing operations, (2) whenever Unit Operator is authorized to conduct a Drilling, Deepening or Plugging Back operation, or to undertake any other project, in accordance with this agreement, Unit Operator shall be authorized to make all reasonable and necessary expenditures in connection therewith and (3) in case of emergency, Unit Operator may make such immediate expenditures as may be necessary for the protection of life or property, but notice of such emergency shall be given to all other Parties as promptly as reasonably possible.

C. Partial Relinquishment. Make any partial relinquishment of its rights as Unit Operator or appoint any sub-operator.

D. Settlement of Claims. Pay in excess of ~~Five Hundred Dollars ($500.00)~~ One Thousand Dollars ($1,000.00) in the settlement of any claim (other than Workmen's Compensation claims) for injury to or death of persons, or for loss of or damage to property.

E. Determinations. Make any of the determinations provided in the Unit Agreement to be made by Unit Operator, except as otherwise specified in this agreement.

ARTICLE 18

TITLES

18.1 Representations of Ownership. Each Party represents to all other Parties that to the best of its knowledge and belief its ownership of Working Interests in the Unit Area is that set out in Exhibit B of the Unit Agreement. If it develops that any such ownership is incorrectly stated, the rights and responsibilities of the Parties shall be governed by the provisions of this Article 18, but such erroneous statement shall not be a cause for cancelling or terminating this agreement.

18.2 Title Papers to be Furnished.

A. Lease Papers. Each Party, after executing this agreement, shall upon request promptly furnish Unit Operator, ~~and any other Party requesting same~~, with photostatic copies of all leases, assignments, options and other contracts which it has in its possession relating to its Committed Working Interests.

B. Title Papers for Initial Test Well. Promptly after the effective date of this agreement each Party within the area described as the Title Examination Area in Exhibit 3 shall at its own expense furnish Unit Operator with the following title material relating to all lands within such area in which it owns Committed Working Interests covering the same:

(1) Abstracts of title based upon the county records certified to current date,

(2) All lease papers, or photostatic copies thereof, mentioned in Section 18.2A which the Party has in its possession, and which have not been previously furnished to Unit Operator,

(3) Copies of any title opinions which the Party has in its possession,

(4) If federal lands are involved, status reports of current date setting forth the entries found in the district land office ~~and the Washington, D. C. land office~~ of the Bureau of Land Management for the lands involved, and also a certified copy of the serial register for the federal leases involved,

(5) If state lands are involved, status reports of current date showing the entries pertaining to the land involved found in the records of such state,

(6) If Indian lands are involved, status reports for the land involved showing the entries found in the office of the Superintendent of the Indian Agency and the area office for such Indian lands ~~and in the Bureau of Indian Affairs in Washington, D. C.~~

C. Title Papers for Subsequent Wells. Any Party who proposes the Drilling of a Subsequent Test Well or Exploratory Well shall, at the time of giving notice for such proposed well, designate a title examination area not exceeding 2,560.00 acres and not including any lands within a participating area. When the drilling of a Development Well receives the Approval of the Parties within the participating area in which it is located, a title examination area which covers lands outside any participating area may be designated by the Approval of such Parties. Each Party within any such title examination area shall at its own expense and upon request furnish Unit Operator with the title materials listed in Section 18.2B not previously furnished, relating to all lands within such area in which it owns Committed Working Interests.

D. Title Papers on Establishment or Enlargement of a Participating Area. Upon the establishment or the enlargement of a participating area, each Party shall promptly at its own expense furnish Unit Operator all the title materials listed in Section 18.2B relating to all its Committed Working Interests in the lands lying within such participating area as established or enlarged, which have not been previously furnished.

18.3 Title Examination. Promptly after all title papers delivered pursuant to Paragraphs 18.2 B, C or D have been received, Unit Operator shall deliver such title papers to an attorney or attorneys approved by the Parties. Unit Operator shall arrange to have the same examined promptly by such attorney or attorneys and shall distribute copies of title opinions to all Parties within the title examination area as soon as they are received. After a title examination has been completed and a reasonable time, not exceeding thirty (30) days, has been allowed for any necessary curative work, Unit Operator shall submit to each Party copies of title opinions and a report concerning the title examination with written recommendations for approval or disapproval of the title to each Committed Working Interest involved, and thereafter the Parties shall advise Unit Operator in writing within fifteen (15) days after receipt of such title opinions or reports of approval or disapproval of titles. Unless otherwise agreed, the cost of all title examinations made under this Paragraph 18.3 shall be charged as cost of drilling the well for which such title examination was made.

18.4 Option for Additional Title Examination. Any Party who furnishes materials for title examination pursuant to Paragraphs 18.2 B, C or D shall have the right to examine all materials furnished Unit Operator. If such additional title examination is elected, it shall be at the sole cost and expense of the Party electing to perform the same and such Party shall bear any expense which may be necessary to reproduce title materials for its use, if required. Whether or not such additional title examination is elected, each Party shall have the right to approve or disapprove title according to the provisions of this Article 18.

18.5 Approval of Titles Prior to Drilling. Where the Committed Working Interest within the title examination area is owned by more than one Party, then no drilling shall be conducted within such area until the title to the Committed Working Interest therein has received the approval of the Parties as hereinafter in this section provided. If a Drilling Block has been designated for the drilling of a well, such well shall not be drilled until title to the Committed Working Interest within the title examination area established for such well has received the approval of the Parties within the Drilling Block in which such well is located. Approval of title to lands within a Drilling Block shall be binding upon all Parties owning Committed Working Interests within such Drilling Block. If land outside a participating area is designated as a title examination area for a development well, such well shall not be drilled until title to the Committed Working Interest within such title examination area has received the approval of the Parties within the participating area in which such well is located. In all other instances where a title examination area has been established for a well, such well shall not be drilled until title to the Committed Working Interest within such title examination area has received the approval of the Parties therein. In the event approval of the Parties is not obtained as in this section provided, the drilling Party (whether one or more) may proceed with the drilling of the well, but said drilling Party (a) shall, by so proceeding, assume all risk attending the failure to obtain such approval to the same extent as if approval of titles to all lands within the Drilling Block (if one has been established) or the title examination area (in all other instances) had been obtained, and (b) shall also be deemed to have given its approval to the title to all lands within the Drilling Block (if one has been established) or the title examination area (in all other instances).

18.6 Approval of Titles Prior to Inclusion of Land in a Participating Area. Where the Committed Working Interests within the participating area are owned by more than one Party, no Committed Working Interest shall be included within a participating area or be entitled to participate in the production of Unitized Substances from any participating area until title to such Committed Working Interest has received the approval of the Parties within such participating area. Approval of titles to lands within a participating area shall be binding on all Parties within such participating area and all Parties coming within such participating area upon any enlargement thereof.

18.7 Failure of Title to Committed Working Interest Before Approval. If title to any Committed Working Interest shall fail in whole or in part prior to receiving the approval of the Parties, the Parties hereto who improperly claimed an interest in said land shall sustain the entire loss occasioned by such failure of title, and do hereby expressly relieve and indemnify the Unit Operator and all other parties from any and all liability on account thereof.

18.8 Failure of Title to Committed Working Interest After Approval. If title to a Committed Working Interest which has received the approval of the Parties under Section 18.5 fails in whole or in part at a time when the tract affected thereby is within an active Drilling Block, or within a Drilling Block formed as herein provided upon which a well has been completed as a producer of Unitized Substances but which has not been admitted to a participating area; or, if title to a Committed Working Interest which has received the approval of the Parties under Section 18.6 fails in whole or in part at a time when the tract affected thereby is within a participating area, then:

(1) The loss and any ensuing liability shall be charged as a common loss of the Parties having interests in the affected participating area or Drilling Block (including the Party whose Committed Working Interest has been lost and including the acreage of such Committed Working Interest); and

(2) There shall be relinquished to the Party whose Committed Working Interest has been lost, such proportionate part of each of the other Committed Working Interests in the lands within such affected participating area or Drilling Block, subject to a like portion of their respective Lease Burdens, as may be necessary to make the loss of such Committed Working Interest a joint loss of the parties within such participating area or Drilling Block; and

(3) The relinquished portions of said Committed Working Interests shall be deemed owned by the Party receiving the same, subject to a proportionate part of their respective Lease Burdens for all purposes of this agreement.

18.9 Joinder By True Owner. If title to a Committed Working Interest fails in whole or in part, such Committed Working Interest shall no longer be subject to this Agreement and Unit Agreement. A true owner of a Working Interest, title to which has failed, may join in this Agreement or enter upon a separate Operating Agreement with the Parties to this Agreement upon such terms and conditions as receive the approval of the Parties within the unit area; and subject to any valid claims of the true owner.

ARTICLE 19

UNLEASED INTERESTS

19.1 Treated as Leased. If a Party owns in fee all or any part of the oil and gas rights in any tract within the Unit Area which is not subject to any oil and gas lease, or other contract in the nature thereof, such Party shall be deemed to own a Committed Working Interest in such tract to the extent of seven-eighths (7/8) of its interest therein and a royalty interest with respect to the remaining one-eighth (1/8) interest therein.

ARTICLE 20

RENTALS AND LEASE BURDENS

20.1 **Rentals.** Each Party shall be obligated to pay any and all rentals and other sums (other than Lease Burdens) payable upon or in respect of its Committed Working Interests, subject, however, to the right of each Party to surrender any of its Committed Working Interests in accordance with Article 27. Upon request, each Party shall furnish to Unit Operator satisfactory evidence of the making of such payments. However, no Party shall be liable to any other Party for unintentional failure to make any such payments provdied it has acted in good faith.

20.2 **Lease Burdens.** The Party or Parties entitled to receive the Production allocated to a tract of land within a participating area shall be obligated to make any and all payments, whether in cash or in kind, accruing to any and all Lease Burdens, net profits interests, carried interests and any similar interest payable in respect of such Production or the proceeds thereof, except as provided in Article 22 dealing with Withdrawal of Tracts and Uncommitted Interests. The Party or Parties entitled to receive the Production from a well completed as a producer but not included within a participating area shall be obligated to pay all Lease Burdens payable in respect of such Production and each such Party shall be obligated to pay any net profits interest, carried interest and similar interests payable in respect of its share of such production.

20.3 **Loss of Committed Working Interest.** If a Committed Working Interest is lost through failure to make any payment above provided to be made by the Party owning the same, such loss shall be borne entirely by such Party; provided, however, if the Committed Working Interest so lost covers land within a participating area the provisions of ~~Subdivisions A, B, C and D~~ of Section ~~18.9~~ 18.8 dealing with Failure of Title to Committed Working Interest shall apply.

ARTICLE 21

TAXES

21.1 **Payment.** Any and all ad valorem taxes payable upon the Committed Working Interests (and upon Lease Burdens which are not payable by the owners thereof) or upon materials, equipment or other property acquired and held by Unit Operator hereunder, and any and all taxes (other than income taxes) upon or measured by Unitized Substances produced from the Unit Area which are not payable by the purchaser or purchasers thereof or by the owner of Lease Burdens, shall be paid by Unit Operator as and when due and payable.

21.2 **Apportionment.** Taxes upon materials, equipment and other property acquired and held by Unit Operator hereunder shall be charged to and borne by the Parties owning the same in proportion to their respective interests therein. All other taxes paid by Unit Operator shall be charged to and borne by the Parties in proportion to their ownership in the Committed Working Interests or Unitized Substances (as the case may be) upon which or in respect of which such taxes are paid. All reimbursements from owners of Lease Burdens, whether obtained in cash or by deduction from Lease Burdens, on account of any taxes paid for such owners shall be paid or credited to the Parties in the same proportions as such taxes were charged to such Parties.

21.3 **Transfer of Interests.** In the event of a transfer by one Party to another under the provisions of this agreement of any Committed Working Interest or of any interest in any well or in the materials and equipment in any well or in the event of the reversion of any relinquished interest as in this agreement provided the taxes above mentioned assessed against the interest transferred or reverted for the taxable period in which such transfer or reversion occurs shall be apportioned between such Parties so that each shall bear the percentage of such taxes which is proportionate to that portion of the taxable period during which it owned such interest.

21.4 **Notices and Returns.** Each Party shall promptly furnish Unit Operator with copies of notices, assessments, levies or tax statements received by it pertaining to the taxes to be paid by Unit Operator. Unit Operator shall make such returns, reports and statements as may be required by law in connection with any taxes above provided to be paid by it and shall furnish copies to the parties upon request. It shall notify the Parties of any tax which it does not propose to pay before such tax becomes delinquent.

ARTICLE 22

WITHDRAWAL OF TRACTS AND UNCOMMITTED INTERESTS

22.1 ~~Limitation on~~ Right of Withdrawal. ~~Not less than five (5) days before filing the Unit Agreement for final Departmental approval, Unit Operator shall notify each Party in writing of intention to file specifying in such notice to the best of Unit Operator's knowledge, the status of ownership of unitized lands and Lease Burdens on Production therefrom.~~ If the owner of any substantial interest in a tract within the Unit Area has then failed or refused to join in the Unit Agreement, the Party or Parties owning Committed Working Interests in such tract shall have the right to withdraw such tract from the Unit Area in accordance with the Unit Agreement; ~~provided, however, that such right shall not be exercised until after at least ten (10) days prior written notice to all other Parties within the Unit Area and such right shall not be exercised if within said period of ten days the non-withdrawal of such tract receives the Direction of the Parties who at the time of the giving of such notice have executed this agreement.~~

~~22.2 The Effect of Non-Withdrawal at Direction of Parties. If the non-withdrawal of a tract receives the Direction of the Parties as above provided and if such tract is included within a participating area, the following provisions shall apply:~~

~~A. Any and all payments and liabilities to the owners of uncommitted interests in such tract that are in excess of the payments that would accrue to such owners had they executed the Unit Agreement shall be borne and shared on an Acreage Basis by the Parties within the participating area in which the tract is located.~~

~~B. If the payment that would accrue to the owners of uncommitted interests in such tract if they had joined in the Unit Agreement are in excess of the payments actually accruing to them such excess shall be shared by all Parties within the participating area on an Acreage Basis.~~

22.3 **Voluntary Non-Withdrawal.** If the Party or Parties owning Committed Working Interests in a tract voluntarily fails to exercise the right to withdraw such tract in accordance with the Unit Agreement, all payments and liabilities accruing to the owners of uncommitted interests in such tract shall be paid and borne by such Party or Parties.

ARTICLE 23

COMPENSATORY ROYALTIES

23.1 **Notice.** Whenever demand is made in accordance with the Unit Agreement for the payment of compensatory royalties, Unit Operator shall give written notice thereof to each Party affected by the demand, as hereinafter provided.

23.2 **Demand for Failure to Drill a Development Well.** If the demand for compensatory royalty results from the failure to Drill a Development Well and such well is not drilled, then Unit Operator shall pay such compensatory royalty. Such payment shall be charged as Costs incurred in operations within such participating area.

23.3 **Demand for Failure to Drill a Well Other than a Development Well.** If the demand for compensatory royalty results from the failure to Drill a well other than a Development Well and an election to Drill in order to avoid payment of Compensatory Royalties is not made by any Party owning a Committed Working Interest in the tract upon which such a well may be Drilled, then Unit Operator shall pay such compensatory royalty. Such payment shall be chargeable to and borne by the Parties who would be obligated to bear the Costs of such well if the well were Drilled as a Required Well in accordance with Section 10.4B.

ARTICLE 24

SEPARATE MEASUREMENT AND SALVAGE

24.1 **Separate Measurement.** If a well completed as a producer of Unitized Substances is in or included in a participating area but is not owned on an Acreage Basis by all the Parties within such participating area and if, within thirty (30) days after request by any interested Party, a method of measuring the Production from such well without necessitating additional facilities does not receive the Approval of the Parties, then Unit Operator shall install such additional tankage, flow lines or other facilities for separate measurement of the Unitized Substances produced from such well as Unit Operator may deem suitable. The Costs of such facilities for separate measurement shall be charged to and borne by the Drilling Party for such well and treated as Costs incurred in operating such well notwithstanding any other provisions of this agreement.

24.2 **Salvaged Materials.** If any materials and equipment are salvaged from a well completed as a producer after being Drilled, Deepened or Plugged Back otherwise than for the account of all the Parties entitled to participate therein before reversion to the Non Drilling Parties of their relinquished interests in the well, the proceeds derived from sale

thereof, or, if not sold, the Salvage Value thereof, shall be treated in the same manner as proceeds of Production from such well for the purpose of determining reversion to Non-Drilling Parties of their relinquished interests in such well.

ARTICLE 25
SECONDARY RECOVERY AND PRESSURE MAINTENANCE

25.1 **Consent Required.** Unit Operator shall not undertake any program of secondary recovery or pressure maintenance involving injection of gas, water or other substance by any method, whether now known or hereafter devised, without first obtaining the consent of ~~not less than~~ Parties in the aggregate owning not less than ..... Ninety ..... per cent (.....90.....%) of the Committed Working Interests on an Acreage Basis in the participating area affected by any such program. After the Parties have voted to undertake a program of secondary recovery or pressure maintenance in accordance with this section, the conduct of such a program shall be subject to supervision by the Parties by vote as set forth in Article 14.

25.2 **Above Ground Facilities.** This agreement shall not be deemed to require any Party to participate in the construction or operation of any gasoline plant, sulphur recovery plant, dewaxing plant or other above ground facilities to process or otherwise treat Production, other than such facilities as may be required for treating Production in ordinary lease operations and such facilities as may be required in the conduct of operations authorized under Section 25.1.

ARTICLE 26
TRANSFERS OF INTEREST

~~26.1 Restriction on Zone Transfers. No Party shall assign, mortgage or transfer its Committed Working Interest in any tract committed to this agreement as to less than all formations underlying said tract without first receiving the Approval of the Parties within the Unit Area, provided, however, that such restriction shall not apply to a transfer by any Party of any part of its Committed Working Interest in any tract or tracts after the Drilling of the Initial Test Well or Wells and prior to the discovery of Unitized Substances in paying quantities under a farmout arrangement in consideration of the Drilling of a well within the Unit Area free of expense to the other Parties, and upon the further condition that if such well results in the production of Unitized Substances in paying quantities, such well and the production therefrom will be shared by the Parties within the participating area established for such well in the same manner as if the well had been Drilled for the account of all Parties within such participating area.~~

26.2 **Sale by Unit Operator.** If Unit Operator sells all its Committed Working Interests, it shall resign and a new Unit Operator shall be selected as provided in the Unit Agreement.

26.3 **Assumption of Obligations.** No transfer of any Committed Working Interests shall be effective unless the same is made expressly subject to the Unit Agreement and this agreement and the transferee agrees in writing to assume and perform all obligations of the transferor under the Unit Agreement and this agreement insofar as relates to the interest assigned, except that such assumption of obligations shall not be required in case of a transfer by mortgage or deed of trust as security for indebtedness.

26.4 **Effective Date.** A transfer of Committed Working Interests shall not be effective as between the Parties until the first day of the month next following the delivery to Unit Operator of the original or a certified copy of the instrument of transfer conforming to the requirements of Section 26.3. In no event shall a transfer of Committed Working Interests relieve the transferring Party of any obligations accrued hereunder prior to said effective date, for which purpose any obligation assumed by the transferor to participate in the Drilling, Deepening or Plugging Back of a well prior to such effective date shall be deemed an accrued obligation.

ARTICLE 27
RELEASE FROM OBLIGATIONS AND SURRENDER

27.1 **Surrender or Release Within Participating Area.** A Committed Working Interest covering land within a participating area shall not be surrendered except with the consent of all Parties within such participating area. However, a Party who owns a Committed Working Interest in land within a participating area and who is not at the time committed to participate in the Drilling, Deepening or Plugging Back of a well within such participating area may be relieved of further obligations with respect to such participating area as then constituted by executing and delivering to Unit Operator an assignment conveying to all other Parties within such participating area all Committed Working Interests owned by such Party in lands within the participating area, together with the entire interest of such Party in any and all wells, materials, equipment and other property within or pertaining to such participating area.

27.2 **Procedure on Surrender Outside Participating Area.** Whenever a Party desires to surrender its Committed Working Interest in any tract which is not within any participating area, such Party shall give to all other Parties written notice thereof describing such Committed Working Interest. The Parties receiving such notice, or any of them, shall have the right at their option to take from the Party desiring to surrender an assignment of such Committed Working Interest by giving to the Party desiring to surrender written notice of election so to do within thirty (30) days after receipt of the notice of the desire to surrender. If such election is made as above provided, the Party or Parties taking the assignment (which shall be taken by them in proportion to the acreage of their Committed Working Interests among themselves in the Unit Area) shall pay to the assigning Party its share of the Salvage Value of any wells owned by the Parties and then located on the land covered by such Committed Working Interest, which payment shall be made on receipt of the assignment. If no Party elects to take such assignment within such thirty (30) day period, then the Party or Parties owning such Committed Working Interest may surrender the same if surrender thereof can be made in accordance with the Unit Agreement.

27.3 **Accrued Obligations.** A Party making an assignment or surrender in accordance with Section 27.1 or 27.2 shall not be relieved of its liability for any obligation accrued hereunder at the time the assignment or surrender is made, or of obligation to bear its share of the Costs incurred in any Drilling, Deepening or Plugging Back operation in which such Party has elected to participate prior to the making of such assignment or surrender, except to the extent that the Party or Parties receiving such assignment shall assume, with the Approval of the Parties, any and all obligations of the assigning Party hereunder and under the Unit Agreement.

ARTICLE 28
SEVERAL, NOT JOINT LIABILITY

28.1 **Liability.** The liability of the Parties hereunder shall be several and not joint or collective. Each Party shall be responsible only for its obligations as herein set out.

28.2 **No Partnership Created.** It is not the intention of the Parties to create, nor shall this agreement or the Unit Agreement be construed as creating a mining or other partnership or association between the Parties, or to render them liable as partners or associates.

28.3 **Election.** Each of the Parties hereby elects to be excluded from the application of Subchapter K of Chapter 1 of Subtitle A of the Internal Revenue Code of 1954 or such portion or portions thereof as may be permitted or authorized by the Secretary of the Treasury of the United States or his delegate insofar as such Subchapter or any portion or portions thereof may be applicable to the Parties. If any present ~~or future~~ income tax laws of the state or states in which the Unit Area is located, ~~or any future income tax law of the United States~~, contain, ~~or shall hereafter contain~~, provisions similar to those contained in the Subchapter of the Internal Revenue Code of 1954 above referred to under which a similar election is permitted, each of the Parties hereby elects to be excluded from the application of such laws. Accordingly, each Party hereby authorizes and directs Unit Operator to execute such an election or elections on its behalf and file the same with the proper administrative office or agency. If requested by Unit Operator, each Party agrees to execute and join in such instruments as are necessary to make such elections effective.

ARTICLE 29
NOTICES

29.1 **Giving and Receipt.** Except as otherwise specified herein, any notice, consent or statement herein provided or permitted to be given by Unit Operator or a Party to the Parties shall be given in writing by United States mail or by telegraph, properly addressed to each Party to whom given, with postage or charges prepaid, or by delivery thereof in person to the Party to whom given; however, if delivered to a corporate Party, it shall not be deemed given unless delivered personally to an executive officer of such Party or to its representative designated pursuant to Section 14.5 dealing with Representatives. A notice given under any provision hereof shall be deemed given only when received by the Party to whom such notice is directed, except that any notice given by United States registered mail or by telegraph,

properly addressed to the Party to whom given with all postage and charges prepaid, shall be deemed given to and received by the Party to whom directed forty-eight (48) hours after such notice is deposited in the United States mails or twenty-four (24) hours after such notice is filed with an operating telegraph company for immediate transmission by telegraph, and also except that a notice to Unit Operator shall not be deemed given until actually received by it.

29.2 **Proper Addresses.** Each Party's proper address shall be deemed to be the address set forth under or opposite its signature hereto unless and until such Party specifies another post office address within the continental limits of the United States by not less than ten (10) days prior written notice to all other Parties.

ARTICLE 30
EXECUTED IN COUNTERPARTS AND RATIFICATION

30.1 **Counterparts.** This agreement may be executed in counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

30.2 **Ratification.** This agreement may be executed by the execution and delivery of a good and sufficient instrument of ratification, adopting and entering into this agreement. Such ratification shall have the same effect as if the Party executing it had executed this agreement or a counterpart hereof.

ARTICLE 31
SUCCESSORS AND ASSIGNS

31.1 **Covenants.** This agreement shall be binding on and inure to the benefit of all Parties signing the same, their heirs, devisees, personal representatives, successors and assigns and their successors in interest, whether or not it is signed by all the Parties listed below. The terms hereof shall constitute a covenant running with the lands and the Committed Working Interests of the Parties.

ARTICLE 32
HEADINGS FOR CONVENIENCE

32.1 **Headings.** The table of contents and the headings used in this agreement are inserted for convenience only and shall be disregarded in construing this agreement.

ARTICLE 33
RIGHT OF APPEAL

33.1 **Not Waived.** Nothing contained in this agreement shall be deemed to constitute the waiver by any Party of any right it would otherwise have to contest the validity of any law or any order or regulation of governmental authority (whether federal, state or local) relating to or affecting the conduct of operations within the Unit Area or to appeal from any such order.

ARTICLE 34
SUBSEQUENT JOINDER

34.1 **Prior to the Commencement of Operations.** Prior to the commencement of operations under the Unit Agreement, all owners of Working Interests in the Unit Area who have joined in the Unit Agreement shall be privileged to execute or ratify this agreement.

34.2 **After Commencement of Operations.** After commencement of operations under the Unit Agreement, any Working Interest in land within the Unit Area which is not then committed hereto may be committed to this agreement and to the Unit Agreement upon such reasonable terms and conditions as may receive the Approval of the Parties.

ARTICLE 35
CARRIED INTERESTS

35.1 **Treatment of.** If any working interest shown on Exhibit B of the Unit Agreement and committed thereto is a carried working interest, such interest shall, if the carrying party executes this agreement be deemed to be, for the purpose of this agreement, a Committed Working Interest owned by the carrying party.

ARTICLE 36
EFFECTIVE DATE AND TERM

36.1 **Effective Date.** This agreement shall become effective on the effective date of the Unit Agreement ~~except that the provisions of Section 22.1 dealing with Limitation on Right of Withdrawal shall be operative prior to such effective date.~~

36.2 **Term.** The term of this agreement shall be the same as the term of the Unit Agreement and shall terminate concurrently therewith.

36.3 **Effect of Termination.** Termination of this agreement shall not relieve any Party of its obligations then accrued hereunder. Notwithstanding termination of this agreement the provisions hereof relating to the charging and payment of Costs and the disposition of materials and equipment shall continue in force until all materials and equipment owned by the Parties have been disposed of and until final accounting between Unit Operator and the Parties. Termination of this agreement shall automatically terminate all rights and interests acquired by virtue of this agreement in lands within the Unit Area except such transfers of Committed Working Interests as have been evidenced by formal written instruments of transfer.

36.4 **Effect of Signature.** When this agreement is executed by two Parties, execution by each shall be deemed consideration for execution by the other and each Party theretofore or thereafter executing this agreement shall thereupon become and remain bound hereby until the termination of this agreement. ~~However, if the Unit Agreement does not become effective within twelve (12) months from and after the date of this agreement, then at the expiration of said period, this agreement shall terminate.~~

ARTICLE 37

37.1 Failure to Take in Kind. If any Party shall at any time fail or refuse to take in kind or separately dispose of its proportionate part of Production, Unit Operator shall have the right to enter into a contract for the sale of all or part of such Production at the price which Unit Operator receives for its own portion of the Production, but any such contract shall be only for such reasonable period of time as is consistent with the minimum needs of the industry under the circumstances, and in no event shall the term thereof exceed one (1) year, provided, however, that any Non-Operator may revoke at any time Unit Operator's right to dispose of its proportionate part of Production.

Notwithstanding anything contained hereto to the contrary, Unit Operator shall not commit a sale of any Party's share of gas production which requires authorization of any government agency or is in interstate commerce without the written consent of such Party.

[redacted] [redacted] [redacted]

37.2 Payment of Taxes Relating to Production.

A. At and during such time or times as Non-Operator is exercising the right to take in kind or separately dispose of its proportionate part of the production as set forth in paragraph 6.3 hereof, Non-Operator shall pay or arrange for the payment of all production, severance, gathering, sales or similiar taxes imposed upon such part.

B. At and during such time or times as Unit Operator is purchasing or selling Non-Operator's proportionate part of the production, as set forth in paragraph 37.1 hereof, Unit Operator shall pay or arrange for the payment of all production, severance, gathering, sales or similar taxes imposed upon such part.

37.3 In the event a relinquishment of interest by a Non-Drilling Party occurs according to the provisions of this agreement as to any well and production is had from such well, the Unit Operator, or other Party conducting the operation which resulted in the relinquishment, shall furnish each Non-Drilling Party upon its request all the information referred to in Section 16.1 F and in addition shall include the following:

(a) An itemized statement of the Costs of the operation in which the Non-Drilling Party did not participate; and

(b) Until reversion occurs, a monthly itemized statement of the Costs incurred in the operation of the said well, the quantity of production therefrom, the amount of proceeds received from the sale of the same, and the Lease Burdens paid will respect to Production.

37.4 The provisions of Section 6.2 are hereby modified and limited with respect to a well covered thereby is any Party owning a Committed Working Interest in the Drilling Block formed for such well elects not to participate in the Costs thereof as to this Committed Working Interest in the Drilling Block. In such case, the relinquished interest of Non-Drilling Party shall revert to it in the same manner and under the same conditions as provided in Section 12.3 with respect to wells located in a Participating Area, except that the production from such well sufficient to cause such reversion shall be that which, had the Non-Drilling Party elected to participate in such well, would be allocable on the acreage basis to the the interest of Non-Drilling Party in land in the Drilling Block formed for such well. Upon reversion of the relinquished interest of a Non-Drilling Party in such a well the provisions of Section 12.4 dealing with Effect of Reversion shall be applicable.

37.5 Notwithstanding anything to the contrary herein contained it is understood and agreed that if any Party hereto should create any overriding royalty, production payment, or other burden against its working interest share of production and if any other Party or Parties should conduct nonconsent operations pursuant to any provision of this agreement and as a result become entitled to receive the working interest production belonging to the Non-Consenting Party, the Consenting Party or Parties entitled to receive the working interest production of the Non-Participating party shall receive such production free and clear of any burdens against such production which may have been created subsequent to the date of this Agreement and the Non-Consenting Party creating such burden shall save the Consenting Party or Parties harmless with respect to the receipt of such working interest production.

37.6 The consent or authorization by any party to the drilling, deepening or plugging back of any well shall not constitute, nor be implied to be, a consent or election to participate in a completion attempt or other operation beyond such authorized drilling, deepening or plugging back and any related testing prior to the running of casing in connection therewith, and the plugging and abandoning thereof. This shall be true regardless of any inconsistent expressed or implied provision contained herein or in the Unit Agreement.

All of the provisions of Article 1-A through 1-F of Part II of Exhibit 4 attached hereto shall apply to exploratory wells the same as said provisions relate to Development Wells. This modification is agreed to supplement and amend Article 12 hereof so that each party participating in the drilling of a well shall have the right to participate or not participate in the proposed completion attempt or the proposed deeper drilling or plugging back and any subsequent completion operations related thereto in such exploratory well. Any party who does not participate in any such completion attempt or any such deepening or plugging back shall be deemed to have relinquished its interest in such well and the production therefrom until the parties participating in such completion, deepening or plugging back operations have recovered from the net proceeds obtained from such relinquished interest the percentages of costs which would have been charged to such nonparticipating party after commencement of the operations in which it did not participate as such percentages are set forth in paragraph 7 subparagraphs A and B in Part I of Exhibt 4 attached hereto.

37.7 Subsequent Created Interest.

Notwithstanding anything herein to the contrary, if any Working Interest Owner shall, subsequent to the execution of this Agreement, create an overriding royalty, production payment, net proceeds interest, carried interest, or any other interest out of its working interest (hereinafter called "subsequently created interest"), such subsequently created interest shall be specifically made subject to all the terms and provisions of this Agreement. If the Working Interest Owner from which such subsequently created interest is created, (a) fails to pay when due its share of costs and expenses chargeable hereunder, and its share of production accruing hereunder is insufficient to cover such costs and expenses, or (b) elects to abandon a well under Part 2 of Exhibit 4 or elects to surrender a lease under Article 27, the subsequently created interest shall be chargeable with a pro rata portion of all costs and expenses hereunder in the same manner as if such subsequently created interest were a working interest, and Unit Operator shall have the right to enforce against such subsequently created interest the lien and all other rights granted in Section 15.5 for the purpose of collecting costs and expenses chargeable to the subsequently created interest.

37.8 Should the owner of a royalty interest fail or refuse to execute or become bound by the Unit Agreement and as a result thereof the Lease Burdens of the Party entitled to receive the production allocated to the tract or tracts of land affected are more than the Lease Burdens computed on the basis of production allocated thereto, Unit Operator, upon receipt of evidence thereof from the Party affected, shall reimburse that Party for the full amount of such excess Lease Burdens and shall treat the same as an operating cost; similarly, if the Lease Burdens are less than the Lease Burdens computed on the basis of production allocated thereto, such Party shall remit the difference to Unit Operator for distribution to all Parties.

37.9 In the event of any suit or action challenging the title of any Party to any of the oil and gas rights committed by said Party to this Agreement and to the Unit Agreement, the Party served will immediately notify the other parties, and the Party whose title has been challenged shall forthwith take over and be in charge of the conduct of the litigation and shall bear the entire cost of such litigation.

37.10 Non-Consent Investment Adjustment. Notwithstanding any provision in this agreement to the contrary, no Party shall be liable, without its consent, for any investment adjustment charge under the provisions of Section 13.3D or 13.4D, which charge is in excess of the Party's credits under Article 13. In the event of the establishment, enlargement or contraction of a Participating Area, the provisions of Article 12 and other provisions related thereto shall be applicable to any investment adjustment to the same extent that these provisions are applicable to a well drilled otherwise than for the account of all Parties entitled to participate therein. Any Party subject to such charge may elect not to pay it in cash. If within 30 days after proposal for establishment, enlargement or contraction of Participating Area has been submitted by Unit Operator, in writing to the Working Interest Owners involved, a Party elects not to participate in the investment adjustment applicable to the establishment, enlargement or contraction, that Party

shall be a Non-Drilling Party, and shall be deemed, as of the effective date of the resulting area in connection with which such charge is made, to have relinquished the interest for which such charge is made to the Party or Parties who would otherwise be entitled to receive a credit under Section 13.3D or Section 13.4D, which latter Party or Parties shall be the Drilling Party with respect to this relinquished interest. The Drilling Party shall own the relinquished interest until it reverts to Non-Drilling Party pursuant to Article 12, except that it is specifically understood that the Article 12.3B percentage for exercise of the Non-Drilling Option applicable to establishment, enlargement or contraction of the Participating Area, be 150%.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and have set opposite their respective names the date of execution.

UNIT OPERATOR AND WORKING INTEREST OWNER

DAVIS OIL COMPANY

By Paul Messinger
Paul Messinger
Attorney-in-Fact

Date of Execution:
4-29-77

Address: 1100 Metrobank Building
Denver, Colorado 80202

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

The foregoing instrument was acknowledged before me by Paul Messinger as Attorney-in-Fact for Davis Oil Company.

29th day of April, 1977.

Witness my hand and official seal.

Catherine Keeler
Notary Public

My Commission Expires:
[illegible] 1, 1978

[redacted]
1640 Court Place
Denver, Colorado 80202
Phone: 265-1651

COPAS — 1983

[redacted]ended by the
of Petroleum
Accountants Societies of
North America

COPAS

EXHIBIT "2"

Attached to and made a part of the Unit Operating Agreement
for the Ferry Island Unit, Sublette County, Wyoming

ACCOUNTING PROCEDURE
JOINT OPERATIONS

I. GENERAL PROVISIONS

1. Definitions

"Joint Account" shall mean the account showing the charges and credits accruing because of the Joint Operations and which are to be shared by the Parties.

"Joint Property" shall mean the real and personal property subject to the agreement to which this Accounting Procedure is attached.

"Joint Operations" shall mean all operations necessary or proper for the development, operation, protection and maintenance of the Joint Property.

"Operator" shall mean the party designated to conduct the Joint Operations.

"Non-Operators" shall mean the parties to this agreement other than the Operator.

"Parties" shall mean Operator and Non-Operators.

"Material" shall mean personal property, equipment or supplies acquired or held for use on the Joint Property.

"Controllable Material" shall be defined as set forth under the subparagraph selected below:

A. [X] Material which at the time is so classified in the Material Classification Manual as most recently recommended by the Council of Petroleum Accountants Societies of North America.

B. [ ] Material which is ordinarily so classified and controlled by Operator in the conduct of its operations. List shall be furnished Non-Operators upon request.

2. Statements and Billings

Operator shall bill Non-Operators on or before the last day of each month for their proportionate share of costs and expenses for the preceding month. Such bills will be accompanied by statements reflecting the total charges and credits as set forth under the subparagraph selected below:

A. [ ] Statement in detail of all charges and credits to the Joint Account.

B. [ ] Statement of all charges and credits to the Joint Account, summarized by appropriate classifications indicative of the nature thereof.

C. [X] Statement of all charges and credits to the Joint Account, summarized by appropriate classification indicative of the nature thereof, except that items of Controllable Material and unusual charges and credits shall be detailed.

3. Advances and Payments by Non-Operators

Unless otherwise provided for in the agreement, the Operator may require the Non-Operators to advance their share of estimated cash outlay for the succeeding month's operation. Operator shall adjust each monthly billing to reflect advances received from the Non-Operators.

Each Non-Operator shall pay its proportion of all bills within fifteen (15) days after receipt. If payment is not made within such time, the unpaid balance shall bear interest monthly at the rate of ten per cent (10%) per annum or the maximum contract rate permitted by the applicable usury laws in the state in which the Joint Property is located, whichever is the lesser.

4. Adjustments

Payment of any such bills shall not prejudice the right of any Non-Operator to protest or question the correctness thereof; provided however, all bills and statements rendered to Non-Operators by Operator during any calendar year shall conclusively be presumed to be true and correct after twenty-four (24) months following the end of any such calendar year, unless within the said twenty-four (24) month period a Non-Operator takes written exception thereto and makes claim on Operator for adjustment. No adjustment favorable to Operator shall be made unless it is made within the same prescribed period. The provisions of this paragraph shall not prevent adjustments resulting from a physical inventory of the Joint Property as provided for in Section VII.

5. Audits

A Non-Operator, upon notice in writing to Operator and all other Non-Operators, shall have the right to audit Operator's accounts and records relating to the accounting hereunder for any calendar year within the twenty-four (24) month period following the end of such calendar year; provided however, the making of an audit shall not extend the time for the taking of written exception to and the adjustments of accounts as provided for in Paragraph 4 of this Section I. Where there are two or more Non-Operators, the Non-Operators shall make every reasonable effort to conduct joint or simultaneous audits in a manner which will result in a minimum of inconvenience to the Operator. Operator shall bear no portion of the Non-Operators' audit cost incurred under this paragraph unless agreed to by the Operator.

6. Approval by Non-Operators

Where an approval or other agreement of Non-Operators is expressly required under Paragraphs 5A, 5B, 6A and 8 of Section II, Section III, Section V, Section VI, and Paragraph 4 of Section VII, of this Accounting Procedure and if the agreement to which this Accounting Procedure is attached contains no contrary provisions in regard thereto, the Operator shall notify all Non-Operators and the agreement or approval of a majority in interest of the Non-Operators shall be controlling on all Non-Operators.

II. DIRECT CHARGES

Operator shall charge the Joint Account with the following items:

1. **Rentals and Royalties**

   Lease rentals and royalties paid by Operator for the Joint Operations.

2. **Labor**

   A. (1) Salaries and wages of Operator's employees directly employed on the Joint Property in the conduct of Joint Operations.

   (2) Salaries of first-level supervisors in the field if such charges are excluded from overhead rates in Option A of Section III.

   (3) Salaries and wages of technical employees temporarily assigned to and directly employed on the Joint Property if such charges are excluded from overhead rates in Option B of Section III.

   (4) Salaries and wages of technical employees either temporarily or permanently assigned to and directly employed in the operation of the Joint Property if such charges are excluded from overhead rates in Option C of Section III.

   B. Operator's cost of holiday, vacation, sickness and disability benefits and other customary allowances paid to the employees whose salaries and wages are chargeable to the Joint Account under Paragraph 2A of this Section II and Paragraph 1A of Section III; except that in the case of those employees only a pro rata portion of whose salaries and wages are chargeable to the Joint Account under Paragraph 1A of Section III, not more than the same pro rata portion of the benefits and allowances herein provided for shall be charged to the Joint Account. Cost under this Paragraph 2B may be charged on a "when and as paid basis" or by "percentage assessment" on the amount of salaries and wages chargeable to the Joint Account under Paragraph 2A of this Section II and Paragraph 1A of Section III. If percentage assessment is used, the rate shall be based on the Operator's cost experience.

   C. Expenditures or contributions made pursuant to assessments imposed by governmental authority which are applicable to Operator's labor cost of salaries and wages chargeable to the Joint Account under Paragraphs 2A and 2B of this Section II and Paragraph 1A of Section III.

   D. Reasonable personal expenses of those employees whose salaries and wages are chargeable to the Joint Account under Paragraph 2A of this Section II and for which expenses the employees are reimbursed under Operator's usual practice.

3. **Employee Benefits**

   Operator's current cost of established plans for employees' group life insurance, hospitalization, pension, retirement, stock purchase, thrift, bonus, and other benefit plans of a like nature, applicable to Operator's labor cost chargeable to the Joint Account under Paragraphs 2A and 2B of this Section II and Paragraph 1A of Section III shall be chargeable as indicated in the subparagraph selected below:

   A. [ ] Operator's actual cost.

   B. [X] Operator's actual cost not to exceed twenty per cent (20%).

4. **Material**

   Material purchased or furnished by Operator for use on the Joint Property as provided under Section IV. So far as it is reasonably practical and consistent with efficient and economical operation, only such Material shall be purchased for or transferred to the Joint Property as may be required for immediate use; and the accumulation of surplus stocks shall be avoided.

5. **Transportation**

   Transportation of employees and Material necessary for the Joint Operations but subject to the following limitations:

   A. If Material is moved to the Joint Property from the Operator's warehouse or other properties, no charge shall be made to the Joint Account for a distance greater than the distance from the nearest reliable supply store, recognized barge terminal, or railway receiving point where like material is normally available, unless agreed to by Operator and Non-Operators.

   B. If surplus Material is moved to Operator's warehouse or other storage point, no charge shall be made to the Joint Account for a distance greater than the distance to the nearest reliable supply store, recognized barge terminal, or railway receiving point unless agreed to by Operators and Non-Operators. No charge shall be made to the Joint Account for moving Material to other properties belonging to Operator, unless agreed to by Operator and Non-Operators.

   C. In the application of Subparagraphs A and B above, there shall be no equalization of actual gross trucking costs of $100 or less.

6. **Services**

   A. The cost of contract services and utilities procured from outside sources other than services covered by Paragraph 8 of this Section II and Paragraph 1B of Section III. The cost of professional consultant services shall not be charged to the Joint Account unless agreed to by Operator and Non-Operators.

   B. Use and service of equipment and facilities furnished by Operator as provided in Paragraph 5 of Section IV.

7. **Damages and Losses to Joint Property**

   All costs or expenses necessary for the repair or replacement of Joint Property made necessary because of damages or losses incurred by fire, flood, storm, theft, accident, or other cause, except to the extent that the damage or loss could have been avoided through the exercise of reasonable diligence on the part of Operator. Operator shall furnish Non-Operators written notice of damages or losses incurred as soon as practicable after a report thereof has been received by Operator.

8. **Legal Expense**

   All costs and expenses of handling, investigating, and settling litigation or claims arising by reason of the Joint Operations or necessary to protect or recover the Joint Property, including, but not limited to, attorney's fees, court costs, cost of investigation or procuring evidence and amounts paid in settlement or satisfaction of any such litigation or claims; provided, (a) no charge shall be made for the services of Operator's legal staff or other regularly employed personnel (such services being considered to be Administrative Overhead under Section III), unless agreed to by Operator and Non-Operators, and (b) no charge shall be made for the fees and expenses of outside attorneys unless the employment of such attorneys is agreed to by Operator and Non-Operators.

9. **Taxes**

   All taxes of every kind and nature assessed or levied upon or in connection with the Joint Property, the operation thereof, or the production therefrom, and which taxes have been paid by the Operator for the benefit of the Parties.

[redacted] [redacted] [redacted]

10. Insurance

Net premiums paid for insurance required to be carried on the Joint Property for the protection of the Parties.

In the event Joint Operations are conducted in a state in which Operator may act as self-insurer for Workmen's Compensation and/or Employers Liability under the respective state's laws, Operator may, at its election, include the risk under its self-insurance program and in that event, Operator shall include a charge therefor on the following basis:

.....

.....

.....

11. Other Expenditures

Any other expenditure not covered or dealt with in the foregoing provisions of this Section II, or in Section III, and which is incurred by the Operator for the necessary and proper conduct of the Joint Operations.

III. INDIRECT CHARGES

Operator may charge the Joint Account for indirect costs either by use of an allocation of district expense items plus the rate for administrative overhead, and plus the warehousing charges, all as provided for in Paragraph 1 of this Section III or by combining all three of said items under the rates provided for in Paragraph 2 or 3 of this Section III, as indicated next below:

OPERATOR SHALL CHARGE INDIRECT COSTS TO THE JOINT ACCOUNT UNDER THE TERMS OF:

[ ] Paragraph 1. (District Expense, Administrative Overhead and Warehousing)
[X] Paragraph 2. (Combined Rates - Well Basis)
[ ] Paragraph 3. (Combined Rates - Percentage Basis)

The cost and expense of services from outside sources in connection with matters of taxation, traffic, accounting or matters before or involving governmental agencies shall be considered as included in the overhead rates provided for in the above selected Paragraph of this Section III unless such cost and expense are agreed to by Operator and Non-Operators as a direct charge to the Joint Account.

THE OVERHEAD RATES PROVIDED FOR IN ANY OF THE PARAGRAPHS SELECTED ABOVE

A. [ ] shall [X] shall not include salaries and personal expenses of first-level supervisors in the field.

B. [ ] shall [X] shall not include salaries, wages and personal expenses of technical employees temporarily assigned to and directly employed on the Joint Property.

C. [X] shall [ ] shall not include salaries, wages and personal expenses of technical employees either temporarily or permanently assigned to and directly employed in the operation of the Joint Property.

1. District Expense, Administrative Overhead and Warehousing

A. District Expense

Operator shall charge the Joint Account with a pro rata portion of the salaries, wages and expenses of Operator's production superintendent and other employees serving the Joint Property and other properties of the Operator in the same operating area, whose time is not allocated directly to the properties, and a pro rata portion of the cost of maintaining and operating a production office known as Operator's ..... office located at or near .....
(or a comparable office if location changed); and necessary sub-offices (if any), maintained for the convenience of the above-described office, and all necessary camps, including housing facilities for employees if required, used in connection with the operations of the Joint Property and other properties in the same operating area. The expense of, less any revenue from, such facilities may, at the option of Operator, include depreciation of investment or a fair monthly rental in lieu of depreciation. Such charges shall be apportioned to all properties served on some equitable basis consistent with Operator's accounting practice.

B. Administrative Overhead

Operator shall charge administrative overhead to the Joint Account at the following rates, which charge shall be in lieu of the cost and expense of all offices of the Operator not covered by Paragraph 1A of this Section III, including salaries, wages and expenses of personnel assigned to such offices. Such charge shall be in addition to the salaries, wages and expenses of employees of Operator authorized to be charged direct as provided in Paragraphs 2 and 8 of Section II. Such charge shall be made on the basis indicated below, either (1) well basis or (2) percentage basis, at the rates shown thereunder.

(1) [ ] Well Basis

RATE PER WELL PER MONTH

Well Depth	DRILLING WELL RATE (Use Total Depth) Each Well	PRODUCING WELL RATE (Use Current Producing Depth) First Five	Next Five	All Wells Over Ten

(2) [ ] Percentage Basis

PERCENTAGE BASIS

Development:

..... Percent (%) of the cost of development of the Joint Property exclusive of costs provided under Paragraph 8 of Section II and all salvage credits.

Operating:

..... Percent (%) of the cost of operating the Joint Property exclusive of costs provided under Paragraphs 1 and 8 of Section II, all salvage credits, the value of injected substances purchased for secondary recovery and all taxes and assessments which are levied, assessed and paid upon the mineral interest in and to the Joint Property.

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C. Operator's Warehouse Operating and Maintenance Expense
[ ] Included in district expense
[ ] No charge either direct or indirect
[ ] Percentage basis (describe fully) .....

2. **Combined Rates - Well Basis**

Operator shall charge the Joint Account for the services covered by Paragraph 1 of this Section III on the basis indicated below:

RATE PER WELL PER MONTH

Well Depth	DRILLING WELL RATE (Use Total Depth) Each Well	PRODUCING WELL RATE (Use Current Producing Depth) First Five	Next Five	All Wells Over Ten
0' - 4,000'	$1,025	$204	$190	$164
4,001'- 8,000'	$1,260	$229	$205	$190
8,001'-12,000'	$1,577	$253	$237	$213
over 12,000'	$1,892	$285	$268	$244

3. **Combined Rates - Percentage Basis**

Operator shall charge the Joint Account for the services covered by Paragraph 1 of this Section III on the basis indicated below:

PERCENTAGE BASIS

A. Development:

..... Percent (%) of the cost of development of the Joint Property exclusive of costs provided under Paragraph 8 of Section II and all salvage credits.

B. Operating:

..... Percent (%) of the cost of operating the Joint Property exclusive of costs provided under Paragraphs 1 and 8 of Section II, all salvage credits, the value of injected substances purchased for secondary recovery and all taxes and assessments which are levied, assessed and paid upon the mineral interest in and to the Joint Property.

4. **Application of Administrative Overhead or Combined Rates - Well Basis**

The following limitations, instructions and charges shall apply in the application of the rates as provided under either Paragraph 1B (1) or Paragraph 2 of this Section III.

A. Charges for drilling wells shall begin on the date each well is spudded and terminate on the date the drilling or completion rig is released, whichever is later, except that no charge shall be made during the suspension of drilling operations for fifteen (15) or more consecutive days.

B. The status of wells shall be as follows:
(1) Producing gas wells, injection wells for recovery operations, water supply wells utilized for waterflooding operations and salt water disposal wells shall be considered the same as producing oil wells.
(2) Wells permanently shut down but on which plugging operations are deferred shall be dropped from the well schedule at the time the shutdown is effected. Any well being plugged or produced during any portion of the month shall be considered as a producing well for the entire month.
(3) Wells being plugged back, drilled deeper, converted to a source or input well, or which are undergoing any type of workover that requires the use of a drilling rig or workover rig capable of drilling shall be considered the same as drilling wells.
(4) Temporarily shut-down wells, which are not produced or worked upon for a period of a full calendar month, shall not be included in the well schedule, provided however, wells shut in by governmental regulatory body shall be included in the well schedule only in the event the allowable production is transferred to some other well or wells on the Joint Property. In the event of a unit allowable, shut-in wells shall be counted in determining the charge hereunder for such month if said wells contribute allowable production that is actually produced during such month from one or more unit wells as a result of allowable transfer, inclusion in the unit allowable or other circumstances, but the total shut-in well count shall be limited to the minimum number of shut-in wells necessary to provide the contributed allowable actually produced during the month.
(5) Gas wells shall be included in the well schedule if directly connected to a permanent sales outlet even though temporarily shut in due to overproduction or failure of purchaser to take the allowed production.
(6) Wells completed in multiple horizons, shall be considered as a producing well for each separately producing horizon, providing each completion is considered a separate well by governmental or other statewide regulatory authority.

C. The well rates for producing wells shall be applied to the individual leases; provided that, whenever leases covered by this agreement are operated as a unitized project, the well rates shall be applied to the total number of producing wells, irrespective of individual leases.

D. The well rates shall be adjusted as of the first day of April each year following the effective date of the agreement to which this Accounting Procedure is attached. The adjustment shall be computed by multiplying the rate currently in use by the percentage increase or decrease in the average weekly earnings of Crude Petroleum and Gas Production Workers for the last calendar year compared to the preceding calendar year as shown by "The Index of Average Weekly Earnings of Crude Petroleum and Gas Production Workers" as published by the United States Department of Labor, Bureau of Labor Statistics, or the equivalent Canadian Index as published by the Dominion Bureau of Statistics, as applicable. The adjusted rates shall be the rates currently in use, plus or minus the computed adjustment.

5. Application of Administrative Overhead or Combined Rates - Percentage Basis

For the purpose of determining charges on a Percentage Basis under Paragraph 1B (2) or Paragraph 3 of this Section III, Development shall include all costs in connection with drilling, redrilling, deepening or any remedial operations on any or all wells involving the use of drilling crew and equipment; also, preliminary expenditures necessary in preparation for drilling and expenditures incurred in abandoning when well is not completed as a producer; and original cost of construction or installation of fixed assets, the expansion of fixed assets and any other project clearly discernible as a fixed asset, except Major Construction as defined in Paragraph 6 of this Section III. All other costs shall be considered as Operating.

6. Major Construction Overhead

For the construction of compressor plants, water stations, secondary recovery systems, drilling and production platforms, [redacted] water disposal facilities, and other [redacted] projects, as distinguished from the more usual drilling [redacted]

and producing operations, Operator in addition to the Administrative Overhead or Combined Rates provided for in Paragraph 1, 2 or 3 of this Section III shall either negotiate a rate prior to beginning of construction or shall charge the Joint Account with an additional overhead charge as follows:

A. Total cost less than $25,000, no charge.

B. Total cost more than $25,000, but less than $100,000, ...3..... % of total cost.

C. Total cost of $100,000 or more, ...2..... % of the first $100,000 plus .....2..... % of all over $100,000 of total cost.

Total cost shall mean the total gross cost of any one project. For the purpose of this paragraph the component parts of a single project shall not be treated separately and the cost of drilling wells shall be excluded.

7. **Amendment of Rates**

The specific rates provided for in this Section III may be amended from time to time by mutual agreement between the Parties hereto if, in practice, the rates are found to be insufficient or excessive.

IV. BASIS OF CHARGES TO JOINT ACCOUNT

Subject to the further provisions of this Section IV, Operator will procure all Material and services for the Joint Property. At the Operator's option, Non-Operators may supply Material or services for the Joint Property.

1. **Purchases**

Material purchased and service procured shall be charged at the price paid by Operator after deduction of all discounts actually received.

2. **Material furnished from Operator's Warehouse or Other Properties**

A. New Material (Condition "A")

(1) Tubular goods, except line pipe, shall be priced on a maximum carload and/or barge load weight basis regardless of quantity transferred and equalized to the lowest prevailing price f.o.b. railway receiving point or recognized barge terminal nearest the Joint Property where such Material is normally available effective at date of transfer.

(2) Line pipe shall be priced at the current replacement cost effective at date of transfer from a reliable supply store nearest the Joint Property where such Material is normally available if the movement is less than 30,000 pounds. If the movement is 30,000 pounds or more, it shall be priced on the same basis as casing and tubing under Subparagraph (1) of this paragraph.

(3) When the Operator has equalized actual hauling costs as provided for in Paragraph 5 of Section II, Operator is permitted to include ten cents (10¢) per hundred-weight on all tubular goods furnished from his stocks in lieu of loading and unloading costs sustained.

(4) Other Material shall be priced at the current replacement cost of the same kind of Material, effective at date of movement and f.o.b. the supply store or railway receiving point nearest the Joint Property where Material of the same kind is normally available.

(5) The Joint Account shall not be credited with cash discounts applicable to prices provided for in this Paragraph 2 of Section IV.

B. Used Material (Condition "B" and "C")

(1) Material in sound and serviceable condition and suitable for reuse without reconditioning, shall be classified as Condition "B" and priced at seventy-five per cent (75%) of the current price of new Material.

(2) Material which is not suitable for its original function until after reconditioning shall be furnished to the Joint Account under one of the two methods defined below:

(a) Classified as Condition "B" and priced at seventy-five per cent (75%) of the current price of new Material. The cost of reconditioning shall be absorbed by the Operator of the transferring property.

(b) Classified as Condition "C" and priced at fifty per cent (50%) of current price of new Material. The cost of reconditioning also shall be charged to the receiving property, provided Condition "C" value, plus cost of reconditioning, does not exceed Condition "B" value.

(3) Obsolete Material or Material which cannot be classified as Condition "B" or Condition "C" shall be priced at a value commensurate with its use. Material no longer suitable for its original purpose but usable for some other purpose, shall be priced on a basis comparable with that of items normally used for such other purpose.

(4) Material involving erection costs shall be charged at applicable percentage of the current knocked-down price of new Material.

3. **Premium Prices**

Whenever Material is not readily obtainable at prices specified in Paragraphs 1 and 2 of this Section IV because of national emergencies, strikes or other unusual causes over which the Operator has no control, the Operator may charge the Joint Account for the required Material at the Operator's actual cost incurred in procuring such Material, in making it suitable for use, and in moving it to the Joint Property, provided, that notice in writing is furnished to Non-Operators of the proposed charge prior to billing Non-Operators for such Material. Each Non-Operator shall have the right, by so electing and notifying Operator within 10 days after receiving notice from Operator, to furnish in kind all or part of his share of such Material suitable for use and acceptable to Operator.

4. **Warranty of Material Furnished by Operator**

Operator does not warrant the Material furnished. In case of defective Material, credit shall not be passed to the Joint Account until adjustment has been received by Operator from the manufacturers or their agents.

5. **Equipment and Facilities Furnished by Operator**

A. Operator shall charge the Joint Account for use of equipment and facilities at rates commensurate with cost of ownership and operation. Such rates shall include cost of maintenance, repairs, other operating expense, insurance, taxes, depreciation, and interest on investment not to exceed six per cent (6%) per annum, provided such rates shall not exceed those currently prevailing in the immediate area within which the Joint Property is located. In lieu of rates based on costs of ownership and operation of equipment, other than automotive, Operator may elect to use commercial rates prevailing in the area of the Joint Property less 20%; for automotive equipment, rates as published by the Petroleum Motor Transport Association may be used. Rates for laboratory services shall not exceed those currently prevailing if performed by

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outside service laboratories. Rates for trucks, tractors and well service units may include wages and expenses of operator.

B. Whenever requested, Operator shall inform Non-Operators in advance of the rates it proposes to charge.

C. Rates shall be revised and adjusted from time to time when found to be either excessive or insufficient.

V. DISPOSAL OF MATERIAL

The Operator may purchase, but shall be under no obligation to purchase, interest of Non-Operators in surplus Condition "A" or "B" Material. The disposition of surplus Controllable Material, not purchased by Operator, shall be agreed to by Operator and Non-Operators, provided Operator shall dispose of normal accumulations of junk and scrap Material either by transfer or sale from Joint Property.

1. **Material Purchased by the Operator or Non-Operators.**

   Material purchased by either the Operator or Non-Operators shall be credited by the Operator to the Joint Account for the month in which the Material is removed by the purchaser.

2. **Division in Kind**

   Division of Material in kind, if made between Operator and Non-Operators, shall be in proportion to the respective interests in such Material. The Parties will thereupon be charged individually with the value of the Material received or receivable. Proper credits shall be made by the Operator to the Joint Account.

3. **Sales to Outsiders**

   Sales to outsiders of Material from the Joint Property shall be credited by Operator to the Joint Account at the net amount collected by Operator from vendee. Any claim by vendee related to such sale shall be charged back to the Joint Account if and when paid by Operator.

VI. BASIS OF PRICING MATERIAL TRANSFERRED FROM JOINT ACCOUNT

Material purchased by either Operator or Non-Operators or divided in kind, unless agreed to by Operator and Non-Operators shall be priced on the following basis:

1. **New Price Defined**

   New price as used in this Section VI shall be the price specified for new Material in Section IV.

2. **New Material**

   New Material (Condition "A"), being new Material procured for the Joint Property but never used, at one hundred per cent (100%) of current new price (plus sales tax if any).

3. **Good Used Material**

   Good used Material (Condition "B"), being used Material in sound and serviceable condition, suitable for reuse without reconditioning:

   A. At seventy-five per cent (75%) of current new price if Material was charged to Joint Account as new, or

   B. At sixty-five per cent (65%) of current new price if Material was originally charged to the Joint Account as secondhand at seventy-five per cent (75%) of new price.

4. **Other Used Material**

   Used Material (Condition "C"), at fifty per cent (50%) of current new price, being used Material which:

   A. Is not in sound and serviceable condition but suitable for reuse after reconditioning, or

   B. Is serviceable for original function but not suitable for reconditioning.

5. **Bad-Order Material**

   Material (Condition "D"), no longer suitable for its original purpose without excessive repair cost but usable for some other purpose at a price comparable with that of items normally used for such other purpose.

6. **Junk Material**

   Junk Material (Condition "E"), being obsolete and scrap Material, at prevailing prices.

7. **Temporarily Used Material**

   When the use of Material is temporary and its service to the Joint Property does not justify the reduction in price as provided for in Paragraph 3B of this Section VI, such Material shall be priced on a basis that will leave a net charge to the Joint Account consistent with the value of the service rendered.

VII. INVENTORIES

The Operator shall maintain detailed records of Controllable Material.

1. **Periodic Inventories, Notice and Representation**

   At reasonable intervals, inventories shall be taken by Operator of the Joint Account Controllable Material. Written notice of intention to take inventory shall be given by Operator at least thirty (30) days before any inventory is to begin so that Non-Operators may be represented when any inventory is taken. Failure of Non-Operators to be represented at an inventory shall bind Non-Operators to accept the inventory taken by Operator.

2. **Reconciliation and Adjustment of Inventories**

   Reconciliation of inventory with the Joint Account shall be made, and a list of overages and shortages shall be furnished to the Non-Operators. Inventory adjustments shall be made by Operator with the Joint Account for overages and shortages, but Operator shall be held accountable to Non-Operators only for shortages due to lack of reasonable diligence.

3. **Special Inventories**

   Special Inventories may be taken whenever there is any sale or change of interest in the Joint Property. It shall be the duty of the party selling to notify all other Parties as quickly as possible after the transfer of interest takes place. In such cases, both the seller and the purchaser shall be governed by such inventory.

4. **Expense of Conducting Periodic Inventories**

   The expense of conducting periodic inventories shall not be charged to the Joint Account unless agreed to by Operator and Non-Operators.

[redacted] [redacted] [redacted]

EXHIBIT "3"

Initial Test Well

Attached to and made a part of the Unit Operating Agreement for the Ferry Island Unit Area, Sublette County, Wyoming

1. LOCATION: The initial test well shall be drilled at a location selected by Unit Operator and approved by the Supervisor.

2. DEPTH: The initial test well shall be drilled conformably with the terms of Article 9 of the Ferry Island Unit Agreement.

3. COSTS: All costs and expenses incurred in connection with the initial test well, including drilling, testing and completing into the tanks, if an oil well, or through a gas separator, if a gas producer, and plugging and abandoning, if a dry hole, shall be borne and paid for by Davis Oil Company and such other parties hereto as agreed to bear such costs in accordance with separate agreement among themselves and where applicable subject to the investment adjustment provisions of Article 13 of this Agreement. Any cash contributions received toward the drilling of the initial test well shall belong to the parties sustaining the risk of drilling the initial test well.

4. TITLE EXAMINATION AREA: The title examination area for the initial test well shall be an area surrounding the location of such well as may be designated by the Unit Operator.

5. COST OF TITLE EXAMINATION: The cost of title examination shall be charged as a cost of drilling the initial test well.

6. DEEPENING, PLUGGING BACK: In the absence of any agreement to the contrary, the attempted completion, deepening or plugging back, and abandonment of the Initial Test Well shall be governed by the provisions of Part 2 of Exhibit "4" to this agreement.

EXHIBIT 4

Attached to and made a part of that certain agreement entitled Unit Operating Agreement for the Ferry Island .....

.....

Unit Area, County of Sublette, State of Wyoming,

Dated the 21st day of April, 19 77

PART 1

DRILLING OF EXPLORATORY WELLS

1. **Notice of Proposed Drilling.** Any Party desiring the Drilling of an Exploratory Well on land in which it owns a Committed Working Interest shall designate an area, herein called a Drilling Block, not to exceed 640 acres, which, on the basis of available geological information will, in its judgment, be proved productive by the drilling of such well. Unit Operator and each Party within the Drilling Block shall be furnished with a plat and description of the area so designated, together with written notice of the location, objective formation, maximum depth, and estimated cost of the proposed well. The location of the proposed well shall conform to any applicable spacing pattern then existing or an authorized exception thereto. The Drilling Block shall include no land in an established participating area for the objective formation for the well to be drilled thereon nor any land included in a proposal therefor filed with the Director, nor any land within an active, previously designated Drilling Block for such formation. The Drilling Block shall be considered active for ninety (90) days after the designation thereof and if a well is commenced thereon within such period until either:

A. The completion of the well, if it is completed otherwise than as a producer of unitized substances in paying quantities, or;

B. The filing with the Director of a proposal for the establishment or revision of a participating area if the drilling of the well results in the filing of such proposal.

2. **Basis of Participation.** Each Party within the Drilling Block shall be entitled to participate in the Costs of the proposed well on an Acreage Basis, but shall be required to do so only if it notifies the other Parties of its willingness so to participate as hereinafter in this Article provided.

3. **Exclusion of Land From Proposed Drilling Block.** Within thirty (30) days after receipt of such notice, any part of the land included in the proposed Drilling Block may be excluded therefrom at the Direction of the Parties therein. In such event the proposed Drilling Block as reduced by the exclusion of such land shall be established as the Drilling Block. In the absence of any such Direction then at the expiration of said period, the proposed Drilling Block shall be established as the Drilling Block.

4. **Preliminary Notice to Join in Drilling.** Within ten (10) days after the establishment of the Drilling Block, each Party within such Drilling Block shall in writing advise all other Parties therein whether or not it wishes to participate in the Drilling of the proposed well. If any Party fails to give such advice within the prescribed time, it shall be deemed to have elected not to participate in Drilling such proposed well. If all the Parties within the Drilling Block so advise that they wish to participate therein, the Unit Operator shall Drill the proposed well for the account of all such Parties.

5. **Notice of Election to Drill.** Unless all Parties within the Drilling Block agree to participate in Drilling such well, then, within fifteen (15) days after the expiration of the ten-day period last above provided in Section 4, each Party within the Drilling Block then desiring to have the proposed well Drilled, shall give to all other Parties therein written notice of its election to proceed with the Drilling of said well. Failure to give such notice shall be deemed an election not to participate in Drilling the well.

6. **Effect of Election to Drill.** If one or more, but not all of the Parties, elect to proceed with the Drilling of the well, Unit Operator shall drill the well for the account of such Party or Parties on an Acreage Basis among themselves who shall constitute the Drilling Party.

Any Party within the Drilling Block who has not previously elected to participate in the proposed well may do so by written notice given to all other Parties within the Drilling Block at any time before operations for the Drilling of the well are commenced, in which event such Party shall be included in the Drilling Party. However, such Party shall be bound by any and all Directions and Approvals theretofore given by the Drilling Party concerning the Drilling of the well.

7. **Rights and Obligations of Drilling Party and Non-Drilling Party.** If the well results in the establishment or enlargement of a participating area to include such well and if by reason thereof there is included in such participating area any land within the Drilling Block in which a Non-Drilling Party owns a Committed Working Interest, then such Non-Drilling Party as of the effective date of such inclusion shall be deemed to have relinquished to the Drilling Party and the Drilling Party shall own all of the operating rights and working interests in such well, and the materials and equipment pertaining thereto, which such Non-Drilling Party would otherwise own, and that portion of production from such well which is allocated to all of the acreage of such Non-Drilling Party within such participating area until such time as the proceeds or market value of said portion of the production from such well (after deducting all Lease Burdens and all taxes upon or measured by production which are payable in respect of said portion up to such time) shall equal the sum of the following:

A. One hundred per cent (100%) of that portion of the Costs incurred in operation of the well up to such time that would have been chargeable to Non-Drilling Party with respect to its Committed Working Interest in the participating area but for the relinquishment aforesaid, and,

B. Three Hundred per cent (300 %) of that portion of the Costs incurred by Drilling Party in Drilling the well that would have been chargeable to such Non-Drilling Party had it initially participated in the Drilling of such well on an Acreage Basis and had the Drilling Block included only such of the lands included in the Drilling Block as originally designated which are included within the participating area. At such time the interest relinquished by Non-Drilling Party in such well shall revert to it. Except as above in this section provided the provisions of Article 12 dealing with Rights and Obligations of Drilling Party and Non-Drilling Party shall apply.

8. **Required Drilling.** If an Exploratory Well is Drilled as a required well in accordance with Section 10.4 B, the Drilling Block for such well shall consist of all forty acre subdivisions and lots of the Public Land Survey of which more than one-half of the surface area is within a distance of 2,640 feet from the proposed bottom hole location of such well, but excluding therefrom all lands within a participating area theretofore established for the pool or zone to which the well is to be Drilled.

PART 2

ATTEMPTED COMPLETION, DEEPENING, PLUGGING BACK AND ABANDONMENT

1. **Wells Not Completed as Producers.** The attempted completion, Deepening or Plugging Back of wells not completed as producers at their projected depths, shall be governed by the following provisions, except that said provisions shall not apply to a particular well if every Party entitled to the notice provided for in Subdivision A hereof has consented to abandonment and plugging of such well:

A. **Notice by Unit Operator.** Before abandoning a Development Well which has been Drilled to its projected depth but not completed as a producer, Unit Operator shall give notice thereof to each Party within the participating area involved. After a well other than a Development Well has reached its projected depth and been tested, but before production pipe has been set therein, Unit Operator shall give notice thereof to each Party who participated in Drilling the well, and to each additional Party, if any, who was entitled to participate therein, but elected not to do so. Each notice provided for in this section shall be given by telegraph or telephone.

[redacted] [redacted] [redacted]

B. Right to Attempt Completion, Deepen or Plug Back. Each Party who participated in the Drilling of a well concerning which notice is given in accordance with Subdivision A hereof, and any other Party owning a Committed Working Interest in the tract of land on which the well is located, may initiate a proposal to attempt the completion of, or to Deepen or Plug Back such well; provided, however, that if the well was Drilled as a Development Well, a proposal to Deepen or Plug Back the well may be initiated only by a Party owning a Committed Working Interest in the tract of land on which the well is located. In order to be entitled to participate in a proposed operation, a Party must have the right to initiate the same or must own a Committed Working Interest in the Drilling block theretofore established for such well or, if no Drilling block has theretofore been established for such well, in the Drilling Block established for such Deepening or Plugging Back operation as provided in the following paragraph C.

C. Time and Manner of Initiating Proposal. A period of twenty-four (24) hours (exclusive of Saturdays, Sundays and holidays) from and after receipt of the notice referred to in Subdivision A of this paragraph 1 shall be allowed within which a Party may initiate a proposal to complete, Deepen or Plug Back and, except in the case of a proposal to complete a well Drilled as a Development well, designate a Drilling Block for such proposed operation, if one has not previously been designated for such well. Any such proposal shall be initiated by giving notice thereof by telephone or telegraph to each Party entitled to participate in the proposed operation. If no such proposal is initiated within the period allowed therefor, Unit Operator shall abandon and plug the well.

D. Election. If a proposal is initiated each Party entitled to participate in any completing, Deepening or Plugging Back operation proposed in accordance with Subdivision C above shall have a period of twenty-four (24) hours (exclusive of Saturdays, Sundays and holidays) from and after receipt of notice of the initiation of any such operation within which (either at a meeting or by telephone) to establish a Drilling Block if the establishment of a Drilling Block is necessary for the proposed operations (following the same procedures in establishing a Drilling Block as the procedures provided for in Part 1 of the Exhibit 4 for the establishment of a Drilling Block for an Exploratory Well) and to notify Unit Operator by telephone or telegraph whether or not it elects to participate in the proposed operation. The failure of a Party to signify its election within the time required shall be deemed to constitute an election not to participate in the proposed operation.

E. Effect of Election. The Party or Parties electing to participate in an attempt to complete, or to Deepen or Plug Back, a well as above provided shall constitute the Drilling Party for such operation. Each Party who is entitled to make such election but fails to do so as above provided, shall be deemed to have elected not to participate in such operation, and shall be a Non-Drilling Party in respect of such operation. Such operation shall be conducted by Unit Operator for the account of the Party or Parties constituting the Drilling Party on an acreage basis among themselves, subject, however, to the provisions of paragraph 4 of Part 2 of this Exhibit 4, dealing with Conflicts, and paragraph 5 of Part 2 of this Exhibit 4 dealing with Deepening or Plugging Back to Participating Area.

F. Stand-By Rig Time. Stand-by time paid for the rig on a well until expiration of the period of forty-eight (48) hours allowed for the initiation of and election to participate in an attempt to complete, or to Deepen or Plug Back, such well, shall be charged and borne as part of the Costs incurred in Drilling the well. Thereafter such stand-by time shall be charged to and borne by the Party or Parties who elect to participate in the attempt to complete, or to Deepen or Plug Back, the well, whether or not such Party or Parties shall proceed with such operation. However, if the Party or Parties making such election do not proceed with the operation, the Costs incurred in plugging the well shall be charged and borne as part of the Costs incurred in Drilling the well.

2. **Abandonment of Producing Wells.** A well completed as a producer of Unitized Substances within a participating area shall be abandoned for plugging if and when abandonment thereof receives the Approval of the Parties within such participating area, subject, however, to the provisions of paragraph 3 hereof concerning Deepening, or Plugging Back Abandoned Producing Wells. The abandonment of a well completed as a producer but not included in a participating area shall be governed by the following provisions:

A. Consent Required. Such a well shall not be abandoned for production from the pool or zone in which it is completed except with the consent of all Parties then owning the well.

B. Abandonment Procedure. If the abandonment of such a well receives the Approval of the Parties who own the well, but is not consented to by all such Parties, Unit Operator shall give written notice thereof to each Party then having an interest in the well who did not join in such Approval. Any such non-joining Party who objects to abandonment of the well (herein called non-abandoning Party) may give written notice thereof to all other Parties (herein called abandoning Parties) then having interests in the well, provided such notice is given within thirty (30) days after receipt of the notice given by Unit Operator. If such objection is so made, the non-abandoning Party or Parties shall forthwith pay to the abandoning Parties their respective shares of the Salvage Value of the well. Upon the making of such payment, the abandoning Parties shall be deemed to have relinquished unto the non-abandoning Party or Parties all their operating rights and working interest in the well, but only with respect to the pool or zone in which it is then completed, and all their interest in the materials and equipment in or pertaining to the well. If there is more than one non-abandoning Party, the interest so relinquished shall be owned by the non-abandoning Parties, each in the proportion that its interest in the well bears to the combined interest therein of all non-abandoning Parties immediately prior to such relinquishment.

C. Rights and Obligations of Non-Abandoning Party. After the relinquishment above provided for, such well shall be operated by Unit Operator for the account of the non-abandoning Party or Parties, who shall own all Production therefrom and shall bear all Costs, Lease Burdens and other burdens thereafter incurred in operating the well and plugging it when abandoned (unless the well is taken over for Deepening or Plugging Back as hereinafter provided), and also the Costs of any additional tankage, flow lines or other facilities needed to measure separately the Unitized Substances produced from the well; said operating Costs shall include an overhead charge computed at the highest per well rate applicable to the operation of a single producing well in accordance with Exhibit 2, if such rate is provided.

D. Option to Repurchase Materials. If a well taken over by the non-abandoning Party or Parties as above provided is abandoned for plugging within six (6) months after relinquishment by the abandoning Parties of their interests therein, each abandoning Party shall have the right at its option to repurchase that portion of the materials and equipment salvaged from the well equal to the interest relinquished by it to the non-abandoning Party or Parties, at the value fixed therefor in accordance with Subdivision B of this section. Said option may be exercised only by written notice given to Unit Operator and the non-abandoning Party or Parties within fifteen (15) days after receipt of the notice given by Unit Operator pursuant to paragraph 3 hereof.

3. **Deepening or Plugging Back Abandoned Producing Wells.** Before abandoning for plugging any well completed as a producer of Unitized Substances, Unit Operator shall, (A) if the well is within a Participating Area, give written notice thereof to the Party or Parties owning Committed Working Interests in the tract of land on which the well is located, or (B) if the well is not within a Participating Area, give written notice thereof to each Party then owning an interest in the well and to each additional Party, if any, owning Committed Working Interests in the tract of land upon which the well is located. If no Drilling Block has previously been established for such well and a Party receiving such notice desires the Deepening or Plugging Back thereof, it shall, within fifteen (15) days after receipt of such notice, proceed with the establishment of a Drilling Block for such well as provided in paragraphs 1 and 3 of Part 1 of this Exhibit 4. Within ten (10) days after receipt of such notice, if a Drilling Block has previously been established for such well, or, if not previously established, within ten (10) days after a Drilling Block is established for such well, the Party desiring the Deepening or Plugging Back of such well shall give notice thereof in accordance with paragraph 4 of Part 1 of this Exhibit 4 and all of the provisions of paragraphs 4, 5 and 6 of Part 1 of this Exhibit 4 shall apply in the same manner as if the proposed Deepening or Plugging Back were the Drilling of an Exploratory Well, subject, however, to the provisions of paragraph 4 of Part 1 of this Exhibit 4, dealing with Conflicts, and paragraph 5 of Part 1 of this Exhibit 4, dealing with Deepening or Plugging Back to a Participating Area. If no Party gives notice of desire to Deepen or Plug Back such well within said period of ten (10) days, or if such notice is given but no Party elects to proceed with the Deepening or Plugging Back of the well within the time limited therefor, Unit Operator shall abandon and plug the well for the account of the Party or Parties owning the well.

4. Conflicts. If conflicting elections to attempt completion, Deepen, or Plug Back are made in accordance with the preceding provisions of Part 2 of this Exhibit 4, preference shall be given first to a completion attempt and then to Deepening. However, if a completion attempt, a Deepening or Plugging Back does not result in completion of the well as a producer, Unit Operator shall again give notice in accordance with Subdivision A of paragraph 1 of Part 2 of this Exhibit 4 before abandoning the well for plugging.

5. Deepening or Plugging Back to Participating Area. If a well within the surface boundaries of a participating area is to be Deepened or Plugged Back to a pool or zone for which such participating area has been established, such op-

eration may be conducted only if it receives the Approval of the Parties within such participating area, and upon such terms and conditions as may be specified in such Approval.

6. **Rights and Obligations of Drilling Party and Non-Drilling Parties.** Whenever an attempt to complete a well Drilled as a Development Well is made otherwise than for the account of all Parties entitled to participate therein, the provisions of Article 12 dealing with Rights and Obligations of Drilling Party and Non-Drilling Parties shall apply.

Whenever either (1) an attempted completion of a well which was not Drilled as a Development well is made or (2) a well is Deepened or Plugged Back, otherwise than for the account of all Parties entitled to participate therein, the provisions of paragraph 7 of Part 1 of this Exhibit 4 dealing with Rights and Obligations of Drilling Party and Non-Drilling Parties shall apply to the operations conducted the same as if such operations comprised Drilling operations.

EXHIBIT "5"

Attached to and made a part of the Unit Operating Agreement for the Ferry Island Unit Area, Sublette County, Wyoming

INSURANCE

For Operations by Unit Operator: The Unit Operator shall carry for the benefit of the joint account insurance to cover the Unit Operator's operations on the lands covered by this Agreement as follows:

1. Workmen's Compensation Insurance in full compliance with the laws of the applicable State in which operations are conducted.

It is understood that Operator shall carry one deposit the State Compensation Insurance Fund to cover all of its employees in the State of Wyoming, including employees engaged in the operations covered hereunder. Operator shall determine a charge each month computed at the rate of six percent (6%) per annum on an amount equal to the State Fund that would be required on all labor payroll of operator in connection with the operations hereunder. This interest charge, plus all costs and expenses paid and incurred by operator together with legal expense, settlements, and awards in connection with personal injuries and deaths applicable to employees engaged in work hereunder, shall be charged to the joint account.

2. Employer's Liability Insurance with limits of not less that $100,000 as to any one person and $100,000 as to any one accident.

3. Public Liability Insurance: Bodily Injury (other than automobile) with limits of not less than $1,000,000 as to any one person, $1,000,000 as to any one accident, and; Property Damage (other than automobile) with limits of not less than $1,000,000 for each accident, $1,000,000 aggregate.

4. Automobile Public Liability Insurance, with limits ot not less than $50,000 as to any one person and not less than $50,000 as to any one accident, and property damage of $50,000 for each accident; excess coverage of such limits up to $1,000,000 combined single limit.

Operator shall not carry physical damage insurance on jointly owned property, it being understood and agreed that each party will be responsible for its own interest in such properties and will assume its portion of any loss that occurs. Each party hereby waives its rights of recovery against all other parties to the Agreement and agrees that all insurance policies covering its interest in the jointly owned property will be suitably endorsed to effectuate this waiver. Operator shall promptly notify Non-Operators in writing of all losses involving damage to jointly owned property in excess of $1,000.

Operator shall submit to non-operators certificates of insurance in evidence of the above coverage. Such certificates shall specify that in event of cancellation or material change in coverage at least ten days prior written notice will be given to non-operators at their respective addresses.

Operator shall notify non-operators promptly in writing of any occurrences wherein liability may exceed the limits of the insurance if covered by insurance as set out above.

EXHIBIT NO. 6

EXECUTIVE ORDER 11246 AND EXECUTIVE ORDER 11598

PROVISIONS OF SECTION 202 OF EXECUTIVE ORDER 11246

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

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

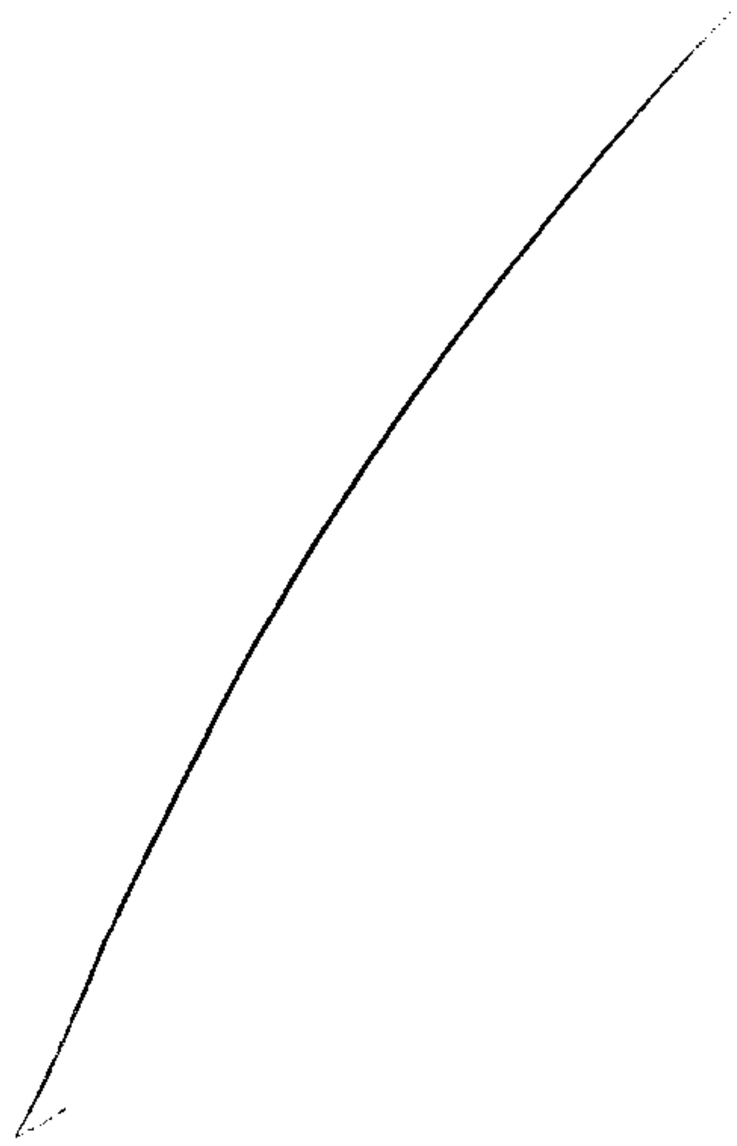
(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments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

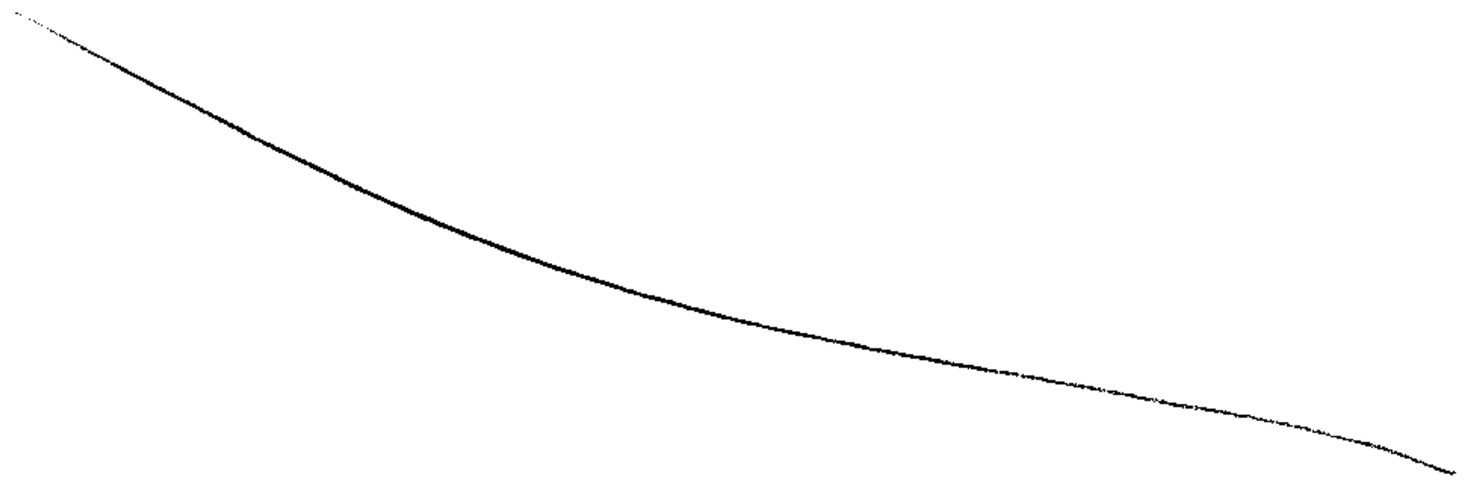
(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of 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 contractor will include the provisions of Paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."





[redacted] [redacted] LEASE NO. [redacted]20

CHANGE OF DEPOSITORY

RECORDS CHANGED ....

THIS AGREEMENT, made this 2nd day of June, 19 77, between

Lucille Cooper

c/o Mrs. Kathryn Catalano

whose address is 7083 South Harrison Street Littleton City Colorado State

hereinafter called first party (whether one or more), and Amoco Production Company

hereinafter called second party,

WITNESSETH:

WHEREAS, Amoco Production Company is the owner

and holder of a certain valid and subsisting oil and gas, or oil, gas and mineral lease executed by

Mary H. McGinnis, Lessor

to Vincent Carter

, Lessee

on the 1st day of July, 19 46, in so far as said lease covers and affects the following described land, situated in the

County of Sublette, State of Wyoming, to wit:

Township 28 North, Range 113 West
Resurvey of Tract 48, containing 160.00 acres, more or less.

which said lease is recorded in Book 2, Page 101, of the records of said county; and

WHEREAS, first party is the owner of an interest in and to the oil and gas and other minerals, subject to the aforesaid lease, in so far as said lease covers and affects the following described land, to-wit:

Township 28 North, Range 113 West
Resurvey of Tract 48, containing 160.00 acres, more or less.

; and

WHEREAS, the parties hereto have agreed, as hereinafter stipulated, to modify the terms of the aforesaid oil and gas, or oil, gas and mineral lease by substituting another depository for the receipt of all sums payable to the first party.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, the parties hereto contract, covenant and agree that henceforth second party may pay or render directly to the first party or to the credit of first party, in the

Bank of Pinedale, Pinedale, Colorado

Bank of Pinedale, Pinedale, Colorado, which bank, or its successors or any bank with which it may be merged or consolidated, is first party's agent, all rentals, royalties and other sums under said oil and gas or oil, gas and mineral lease payable to the first party; that said bank, as well as its successor or successors, or any bank with which it may be merged or consolidated, as the first party's agent, shall continue as the depository of all rentals, royalties and other sums payable to the first party under said oil and gas or oil, gas and mineral lease, regardless of any change of ownership in said land; and that all such payments or tenders may be made in currency, draft or check at the option of second party; and the depositing of such currency, draft or check in any post office and properly addressed to the first party, or said bank, on or before the rental paying date, by the second party or its assigns, shall be deemed proper payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, and for any reason should fail or refuse to accept the rentals, royalties or other sums payable to the first party under said lease, second party shall not be held in default for failure to make any such payment or tender of said rentals, royalties or other sums until thirty (30) days after first party shall have delivered to second party a proper recordable instrument, naming and designating another bank as agent to receive such payments or tenders. Except as herein modified, it is agreed that said oil and gas or oil, gas and mineral lease shall be and remain in full force and effect according to its terms.

This agreement shall extend to and be binding on the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESS:

Lucille Cooper

Lucille Cooper

AMOCO PRODUCTION COMPANY

By: [signature]
Its Attorney in Fact

[redacted]

RECORDED JUL 21 19 77 9:00 AM
IN BOOK 2 (N) PAGE 252
FEES $5.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

(Alaska, Nebraska, Nevada, Washington, individual acknowledgment)

STATE OF COLORADO }
COUNTY OF DENVER }

BE IT REMEMBERED, That on this 7th day of JUNE, A. D. 19 77, before me, a Notary Public in and for said County and State, personally appeared LUCILLE COOPER to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that SHE executed the same as A free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

Notary Public

My commission expires JUNE 6, 1980

Residing at 7920 MARIA STREET, WESTMINSTER

(Alaska, Nebraska, Nevada, Washington, corporation acknowledgment)

STATE OF }
COUNTY OF }

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 who subscribed the name of the maker thereof to the foregoing instrument as its ..... 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, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and seal of office the day and year last above written.

Notary Public

My commission expires .....

Residing at .....

(Arizona, Colorado, New Mexico, North Dakota, Idaho, Montana, Oregon, South Dakota, Wyoming, Utah, individual acknowledgment)

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

On this ..... day of ....., 19...., before me ....., a Notary Public, personally appeared ..... to me known to be the person..... described in and who executed and delivered the foregoing instrument, and acknowledged to me that..... executed the same as..... free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ..... day of ....., A.D., 19 ....

Notary Public in and for said County and State

My commission expires .....

(Arizona, Colorado, New Mexico, North Dakota, Idaho, Montana, Oregon, South Dakota, Wyoming, Utah, corporation acknowledgment)

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

On this ..... day of ....., 19...., before me ....., a Notary Public, 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, sealed and delivered 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 OF OFFICE, this ..... day of ....., 19....

[redacted]

My commission expires .....

Notary Public in and for said County [redacted]

[redacted] [redacted] LEASE N[redacted]0

RECORDS CHANGED

CHANGE OF DEPOSITORY

THIS AGREEMENT, made this 18th day of May, 1977, between

Marie Graves

whose address is 10912 East 42h Way Street Aurora City Colorado State

hereinafter called first party (whether one or more), and Amoco Production Company

hereinafter called second party.

WITNESSETH:

WHEREAS, Amoco Production Company is the owner

and holder of a certain valid and subsisting oil and gas, or oil, gas and mineral lease executed by

Mary H. McGinnis, Lessor

to Vincent Carter

, Lessee

on the 1st day of July, 1946, in so far as said lease covers and affects the following described land, situated in the

County of Sublette, State of Wyoming, to-wit:

Township 28 North, Range 113 West
Resurvey of Tract 48, containing 160.00 acres, more or less

which said lease is recorded in Book 2, Page 101, of the records of said county; and

WHEREAS, first party is the owner of an interest in and to the oil and gas and other minerals, subject to the aforesaid lease, in so far as said lease covers and affects the following described land, to-wit:

Township 28 North, Range 113 West
Resurvey of Tract 48, containing 160.00 acres, more or less.

; and

WHEREAS, the parties hereto have agreed, as hereinafter stipulated, to modify the terms of the aforesaid oil and gas, or oil, gas and mineral lease by substituting another depository for the receipt of all sums payable to the first party.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES the parties hereto contract, covenant and agree that henceforth second party may pay or tender directly to the first party or to the credit of first party, in the

Aurora National Bank

[redacted] P. O. Box 128, Aurora, CO 80040

Bank of [redacted], (which bank, or its successors or any bank with which it may be merged or consolidated, is first party's agent) all rentals, royalties and other sums under said oil and gas or oil, gas and mineral lease payable to the first party; that said bank, as well as its successor or successors, or any bank with which it may be merged or consolidated, as the first party's agent, shall continue as the depository of all rentals, royalties and other sums payable to the first party under said oil and gas or oil, gas and mineral lease, regardless of any change of ownership in said land; and that all such payments or tenders may be made in currency, draft or check at the option of second party; and the depositing of such currency, draft or check in any post office and properly addressed to the first party, or said bank, on or before the rental paying date, by the second party or its assigns, shall be deemed proper payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, and for any reason should fail or refuse to accept the rentals, royalties or other sums payable to the first party under said lease, second party shall not be held in default for failure to make any such payment or tender of said rentals, royalties or other sums until thirty (30) days after first party shall have delivered to second party a proper recordable instrument, naming and designating another bank as agent to receive such payments or tenders. Except as herein modified, it is agreed that said oil and gas or oil, gas and mineral lease shall be and remain in full force and effect according to its terms.

This agreement shall extend to and be binding on the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESS:

Marie Graves

AMOCO PRODUCTION COMPANY

By:

Its Attorney in Fact

U.S. Cty.

RECORDED MAY 21 1977 o'clock P.M.
IN BOOK 34 (U.S.) PAGE 241
FEES $4.50 Lola D. Lamb COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Ellen Campbell
Pf/mje

(Alaska, Nebraska, Nevada, Washington, individual acknowledgment)

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

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

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

.....
Notary Public

My commission expires .....

Residing at .....

(Alaska, Nebraska, Nevada, Washington, corporation acknowledgment)

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

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 who subscribed the name of the maker thereof to the foregoing instrument as its ..... 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, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and seal of office the day and year last above written.

.....
Notary Public

My commission expires .....

Residing at .....

(Arizona, Colorado, New Mexico, North Dakota, Idaho, Montana, Oregon, South Dakota, Wyoming, Utah, individual acknowledgment)

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

On this ..... day of ....., 19...., before me ....., a Notary Public, personally appeared .....
to me known to be the person ... described in and who executed and delivered the foregoing instrument, and acknowledged to me that ... executed the same as ... free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ..... day of ....., A.D., 19.....

.....
Notary Public in and for said County and State

My commission expires .....

(Arizona, Colorado, New Mexico, North Dakota, Idaho, Montana, Oregon, South Dakota, Wyoming, Utah, corporation acknowledgment)

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

..... day of ....., 19...., before me .....
a Notary Public, appeared ..... to me personally known, who, being by me duly sworn, did say that he is the ..... President of .....
and 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 said ..... acknowledged said instrument to be the free act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ..... day of ....., 19....

.....
Notary Public in and for said County and State

My commission expires [redacted]

[redacted] [redacted]

LEASE N[redacted]20...

RECORDS CHANGED ...

CHANGE OF DEPOSITORY

THIS AGREEMENT, made this 21 day of July, 19 77, between .....

Alice Schaffer .....

.....

whose address is Box 367 ..... Street LaBarge City Wyoming State

hereinafter called first party (whether one or more), and Amoco Production Company

hereinafter called second party:

WITNESSETH:

WHEREAS, Amoco Production Company is the owner and holder of a certain valid and subsisting oil and gas, or oil, gas and mineral lease executed by .....

Mary H. McGinnis, Lessor

to Vincent Carter, Lessee

on the 1st day of July, 19 46, in so far as said lease covers and affects the following described land, situated in the County of Sublette, State of Wyoming, to-wit:

Township 23 North, Range 113 West
Resurvey of Tract 48, containing 160.00 acres, more or less.

which said lease is recorded in Book 2, Page 101, of the records of said county; and

WHEREAS, first party is the owner of an interest in and to the oil and gas and other minerals, subject to the aforesaid lease, in so far as said lease covers and affects the following described land, to-wit:

Township 28 North, Range 113 West
Resurvey of Tract 43, containing 160.00 acres, more or less.

; and

WHEREAS, the parties hereto have agreed, as hereinafter stipulated, to modify the terms of the aforesaid oil and gas, or oil, gas and mineral lease by substituting another depository for the receipt of all sums payable to the first party.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES, the parties hereto contract, covenant and agree that henceforth second party may pay or tender directly to the first party or to the credit of first party, in the .....

Bank of ....., (which bank, or its successors or any bank with which it may be merged or consolidated, is first party's agent) all rentals, royalties and other sums under said oil and gas or oil, gas and mineral lease payable to the first party; that said bank, as well as its successor or successors, or any bank with which it may be merged or consolidated, as the first party's agent, shall continue as the depository of all rentals, royalties and other sums payable to the first party under said oil and gas or oil, gas and mineral lease, regardless of any change of ownership in said land; and that all such payments or tenders may be made in currency, draft or check at the option of second party; and the depositing of such currency, draft or check in any post office and properly addressed to the first party, or said bank, on or before the rental paying date, by the second party or its assigns, shall be deemed proper payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, and for any reason should fail or refuse to accept the rentals, royalties or other sums payable to the first party under said lease, second party shall not be held in default for failure to make any such payment or tender of said rentals, royalties or other sums until thirty (30) days after first party shall have delivered to second party a proper recordable instrument, naming and designating another bank as agent to receive such payments or tenders. Except as herein modified, it is agreed that said oil and gas or oil, gas and mineral lease shall be and remain in full force and effect according to its terms.

This agreement shall extend to and be binding on the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESS:

Alice Schaffer
Alice Schaffer

AMOCO PRODUCTION COMPANY

By: [signature]
Its Attorney in Fact

PT/jf

253

(Alaska, Nebraska, Nevada, Washington, individual acknowledgment)

STATE OF .....
COUNTY OF .....

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

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

.....
Notary Public

My commission expires .....

Residing at .....

(Alaska, Nebraska, Nevada, Washington, corporation acknowledgment)

STATE OF .....
COUNTY OF .....

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 who subscribed the name of the maker thereof to the foregoing instrument as its ..... 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, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and seal of office the day and year last above written.

.....
Notary Public

My commission expires .....

Residing at .....

(Arizona, Colorado, New Mexico, North Dakota, Idaho, Montana, Oregon, South Dakota, Wyoming, Utah, individual acknowledgment)

STATE OF Wyoming
COUNTY OF Lincoln

On this 21 day of May, 1977 before me Alice Thackeray, a Notary Public, personally appeared Alice Ackerson
to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21 day of May, A.D., 1977

Alice Thackeray
Notary Public in and for said County and State

My commission expires Dec. 18, 1980

(Arizona, Colorado, New Mexico, North Dakota, Idaho, Montana, Oregon, South Dakota, Wyoming, Utah, corporation acknowledgment)

STATE OF .....
COUNTY OF .....

On this ..... day of ....., 19..., before me .....
a Notary Public, 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, sealed and delivered 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 OF OFFICE, this ..... day of ....., 19...

My commission [redacted] Notary Public in and for said Coun[redacted]

[redacted] [redacted] [redacted]

TATLOCK'S

1 324 FA 21-2 REV 3 15 54

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated July 6, 1976, from BETTE M. THOMPSON, as Lessors, to BELCO PETROLEUM CORPORATION, as Lessee, recorded in Book 53, Page 154, of the Oil & Gas Lease Records of Sublette County, Wyoming, is owned by Belco Petroleum Corporation

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

T. 29 N., R. 113 W.

Sec. 4: $W\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$
Sec. 5: $S\frac{1}{2}$, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, Lots 3, 2
Sec. 6: $SE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, Lots 5,6,7
Sec. 7: $NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, Lots 1,2
Sec. 8: $S\frac{1}{2}$, $NW\frac{1}{4}$, $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$
Sec. 9: $NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$
Sec. 17: $E\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}NE\frac{1}{4}$

T. 29 N., R. 114 W.
Sec. 1: Lots 5,6,7, $SW\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we BETTE M. THOMPSON and CROSS LAZY TWO LAND AND LIVESTOCK CO., INC., A Wyoming corporation.

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto_____ 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
Cross Lazy Two Land and Livestock Co., Inc., A Wyoming corporation,	c/o State Bank of Big Piney, Big Piney, Wyoming, 83113	$2,668.71

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 23rd day of June, 1977.

SEAL

ATTEST: Bette M. Thompson
Secretary

Bette M. Thompson (SEAL)
Bette M. Thompson (Individually)

CROSS LAZY TWO LAND & LIVESTOCK CO, INC. (SEAL)

By [signature] (SEAL)
President

PRINTED BY DUKINS PRINTING, INC., 1625 GLENARM PLACE, DENVER, COLORADO 80202 (303) 893-1081

STATE OF Wyoming }
COUNTY OF Sublette } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 24th Day of June, 19 77, personally appeared BETTE M. THOMPSON

and

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

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

My Commission Expires 2/16/80

John J. Koller
Notary Public.

JOHN J. KOLLER, Notary Public
County of Sublette State of Wyoming
My Commission Expires March 16, 1980

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 24th day of June, A. D. 19 77, before me personally appeared Robert V. Thompson, to me personally known, who, being by me duly sworn, did say that he is the President of Cross Lazy Two Land and Livestock Co., Inc., and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Robert V. Thomspon acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of June, A. D. 19 77

(SEAL)

My Commission expires

John J. Koller
Notary Public.

JOHN J. KOLLER, Notary Public
County of Sublette State of Wyoming
My Commission Expires March 16, 1980

No. 163062

FROM

TO

, 19

Acres

County,

This instrument was filed for record on the 27th day of June, 19 77, at 8:00 o'clock A M., and duly recorded in Book 54 of Deeds, Page 265 of the records of this office.

County Clerk.

Deputy.

When recorded return to

5.25

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

601

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF Wyoming } ss.
COUNTY OF Sublette }

This instrument was filed for record on the 27 day of June, 1977, at 9:00 o'clock A M., and duly recorded in book 3109 Page 267 of the records of this office.

Lois J. Yahnke Ellis Deputy
Register of Deeds.

When recorded Return to

$4.50

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Thomas F. Stroock and Marta F. Stroock, husband and wife, P.O. Box 2875, Casper, Wyo. 82602 (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 MID-AMERICA CAPITAL CORPORATION, 7733 Forsyth, Suite 1854, St. Louis, Missouri 63105 (hereinafter called Assignee), all their right, title and interest in and to the oil and gas lease dated November 3, 1975, 19____, from C. R. O'Neil (also known as Charles Robert O'Neil), Robert O'Neil, and C. Robert O'Neil), and Helen O'Neil, husband and wife, Big Piney, Wyoming 83113, Lessor, to ~~Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82602~~, Lessee, recorded in book 510, page 697, 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 10: S½NE¼, N½SE¼
Section 11: SW¼NW¼, NW¼SW¼, SE¼SW¼, S½SE¼
Section 12: S½SW¼, SW¼SE¼
Section 13: W½NE¼, NW¼, N½SW¼
Section 14: N½NE¼

of Section ----, Township ----, Range ----, and containing 880.00 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns; That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear 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 six and one-quarter percent of eight-eighths (6-1/4% of 8/8ths) of all the oil, gas and other hydrocarbons produced, saved and marketed from the above described lands. This overriding royalty and all other terms and conditions of this assignment shall apply to any and all extension, renewal and substitute leases obtained by Assignee, its successors or assigns on the land described herein. If said oil and gas lease covers less than the full fee simple estate in the oil, gas and other hydrocarbons under any tract or tracts of the land assigned hereby, the overriding royalty herein reserved by Assignors, with respect to that tract or tracts, shall be proportionately reduced.

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least sixty (60) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have thirty (30) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee prior to the anniversary date of the lease. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for this assignment. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof.

EXECUTED, This 8th day of June, 19 77
without warranties of any kind.

Thomas F. Stroock (Seal)
Marta F. Stroock (Seal)
(Seal)

STATE OF WYOMING)
COUNTY OF NATRONA) ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of June 8th, 19 77 personally appeared Thomas F. Stroock and Marta F. Stroock, husband and wife

and _____

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

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

RITA T. HOWELL Notary Public
State of Wyoming
Natrona
My Commission Expires Nov. 23, 1979

My Commission Expires _____

Notary Public.

Residing at Casper, Wyoming

STATE OF _____ }
COUNTY OF _____ } ss.

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

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

and _____

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

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

My Commission Expires _____

_____
Notary Public.

Residing at _____

State of _____ }
County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

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

(SEAL)

_____
Notary Public.

My Commission expires _____

No. _____

FROM

TO

Dated _____, 19____

No. Acres _____

_____ County.

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

_____
County Clerk.

_____
Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
WYOMING STATE OFFICE
CHEYENNE, WYOMING

RE: W-0322610

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, THAT:

FOR VALUE RECEIVED,

C F BRAUN & CO
1000 South Fremont
Alhambra, California 91802

THE GRAYROCK CORPORATION
~~Suite 2301, 1600 Broadway~~
~~Denver, Colorado 80202~~ 606 Mercantile Dallas Bldg.
Dallas, Texas 75201

ADOBE OIL & GAS CORPORATION
717 United Bank Center
Denver, Colorado 80290

NRM PETROLEUM CORPORATION
900 Building of the Southwest
Midland, Texas 79701

PETRO-SEARCH, INC.
825 Petroleum Club Building
Denver, Colorado 80202

hereinafter collectively called "Assignors", have sold, assigned, transferred and conveyed and, by these presents, do hereby sell, assign, transfer and convey unto FLOYD E. MURRAY, 11810 East Bates Circle, Denver, Colorado 80232, and L.A. IDLER, 1000 Empire Savings Building, Denver, Colorado 80202, hereinafter called "Assignees", as an overriding royalty, free and clear of all costs and expenses of development and operations, an undivided 0.875% of 8/8ths to Floyd E. Murray, and a 0.875% of 8/8ths to L.A. Idler of the value of all oil, gas, casinghead gas and other hydrocarbon substances produced, saved and sold from or allocated to the lands described on Exhibit "A" attached hereto, as such lands are embraced within the Oil and Gas Leases described on said Exhibit "A", which lands are situated in the County of Sublette, State of Wyoming, and which Exhibit "A", is by this reference thereto, incorporated herein and made a part hereof.

160964

RECORDED June 27 1977 9:00 A M
IN BOOK 310 PAGE 269
FEES $11.75 Doris J. Lake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Deputy

It is understood and agreed that Assignors are contributing to the overriding royalty herein conveyed in the following proportions, to-wit:

C F BRAUN & CO	25.00%
THE GRAYROCK CORPORATION	25.00%
ADOBE OIL & GAS CORPORATION	12.50%
NRM PETROLEUM CORPORATION	12.50%
PETRO-SEARCH, INC.	25.00%

and that the overriding royalty herein conveyed shall attach to and constitute a burden on only the interests held by Assignors in and to the operating and corollary rights in the lands described on Exhibit "A", as such lands are embraced within the Oil and Gas Leases described on Exhibit "A", and insofar and only insofar, as said Exhibit "A" leases and lands cover and relate to the depths set out in Exhibit "A".

The overriding royalty herein conveyed shall be payable at the same time and upon the same basis as the royalties provided for in the Exhibit "A" Oil and Gas Leases, and such overriding royalty shall be less any and all taxes levied or assessed against the same or the production by which the same is determined which Assignors or the operator of said Oil and Gas Leases may be authorized or required by law to deduct and pay for the account of Assignees, with the further understanding that no overriding royalty shall accrue or be payable on the oil and/or gas unavoidably lost or flared during testing or used for development and operations upon the Exhibit "A" lands.

With respect to said Exhibit "A" Oil and Gas Leases, it is recognized that the overriding royalty herein conveyed shall be in addition to any and all overriding royalties previously created thereunder. Consequently, pursuant to departmental regulations in the matter, Assignees hereby expressly consent and agree, which consent shall be fully evidenced by the filing of this Assignment with the Bureau of Land Management, that, as to Exhibit "A" lands, the obligation to pay the aforementioned overriding royalty shall be suspended when the average production per well per day averaged on a monthly basis is, as to oil, fifteen (15) barrels or less, which limitation shall apply separately to any zone or portion of a lease segregated for computing government royalty. The overriding royalty herein conveyed shall also be and

become effective as to all formations of the Exhibit "A" lands as embraced within the Exhibit "A" leases lying below the depths set out in Exhibit "A", in which Assignors may or shall acquire a working interest therein within a period of twenty (20) years from the date hereof.

The provisions hereof shall extend to and be binding upon the parties hereto, their respective heirs, successors and assigns.

IN WITNESS HEREOF, this Assignment of Overriding Royalty has been executed by and on behalf of Assignors this 26th day of May, 1977.

ATTEST:

_____

William T Dozd
Secretary-Treasurer

ATTEST:

_____
Secretary

_____

_____
N. H. Monce, Ass't. Secreary

C F BRAUN & CO

By: C F Murphy
ATTORNEY-IN-FACT

THE GRAYROCK CORPORATION

By: _____
John S. Nichols, Vice President

ADOBE OIL & GAS CORPORATION

By: H. K. Holcomb
Vice President

NRM PETROLEUM CORPORATION

By: D D Dunlap
PRESIDENT

PETRO-SEARCH, INC.

By: George B. Judd
George B. Judd, Vice President

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

The foregoing instrument was acknowledged before me by J L Murphy, as Attorney-in-Fact of C F BRAUN & CO this 26th day of May, 1977.

WITNESS my hand and official seal.

Karen J Dufford
Notary Public

My commission expires:
April 10, 1981

OFFICIAL SEAL
KAREN J. DUFFORD
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires April 10, 1981

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me by John S. Nichols, as Vice President of THE GRAYROCK CORPORATION, this 2nd day of June, 1977.

WITNESS my hand and official seal.

Nancy Russell
Notary Public

My commission expires:

10-15-78

STATE OF TEXAS)
CITY AND) SS.
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me by H. R. Holcomb, as Vice President of ADOBE OIL & GAS CORPORATION this 6th day of June, 1977.

WITNESS my hand and official seal.

Jan Watson
Notary Public

My commission expires:

5/31/1979

STATE OF TEXAS)
) ss.
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me by D. G. Griffin, as President of NRM PETROLEUM CORPORATION, this 8th day of June, 1977.

WITNESS my hand and official seal.

Notary Public

My commission expires:

[redacted] [redacted] [redacted]

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

The foregoing instrument was acknowledged before me by George B. Judd, as Vice President of PETRO-SEARCH, INC., this 9th day of June, 1977

WITNESS my hand and official seal.

Notary Public

My commission expires:

December 16, 1979

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY DATED May 26, 1977, 1977, BY AND BETWEEN C F BRAUN & CO, THE GRAYROCK CORPORATION, ADOBE OIL & GAS CORPORATION, NRM PETROLEUM CORPORATION AND PETRO-SEARCH, INC., AS ASSIGNORS, AND FLOYD E. MURRAY AND L. A. IDLER, AS ASSIGNEES.

The following Oil and Gas Lease insofar and only insofar as it covers the lands described from the surface to a depth that is the stratographic equivalent of 8,850 feet as measured in the Petro-Search #1-32 Federal Well located in the SW/4SE/4 (Lot 19) of Section 32, Township 28 North, Range 114 West Sublette County, Wyoming:

1. United States Oil and Gas Lease Serial No. Wyoming 0322610, dated November 1, 1965, insofar and only insofar as said lease covers the following described lands, to-wit:

TOWNSHIP 28 NORTH, RANGE 114 WEST 6 P.M.
Sublette County, Wyoming

Section 29: Lots 16,17,18
Containing 95.28 acres, more or less

180985

RECORDED June 24 1977 9:00 AM
IN BOOK 3 (Misc) PAGE 275
FEES $13.25 Lola J. Lyda COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
WYOMING STATE OFFICE
CHEYENNE, WYOMING

RE: Wyoming 0317227
Wyoming 0317227-A
Wyoming 0317228
Wyoming 0317229
Wyoming 0320213
Wyoming 17208

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, THAT:

FOR VALUE RECEIVED,

C F BRAUN & CO
1000 South Fremont
Alhambra, California 91802

THE GRAYROCK CORPORATION
~~Suite 2301, 1600 Broadway~~
~~Denver, Colorado 80202~~ 606 Mercantile Dallas Bldg.
Dallas, Texas 75201

ADOBE OIL & GAS CORPORATION
717 United Bank Center
Denver, Colorado 80290

NRM PETROLEUM CORPORATION
900 Building of the Southwest
Midland, Texas 79701

PETRO-SEARCH, INC.
825 Petroleum Club Building
Denver, Colorado 80202

hereinafter collectively called "Assignors", have sold, assigned, transferred and conveyed and, by these presents, do hereby sell, assign, transfer and convey unto FLOYD E. MURRAY, 11810 East Bates Circle, Denver, Colorado 80232, and L.A. IDLER, 1000 Empire Savings Building, Denver, Colorado 80202, hereinafter called "Assignees", as an overriding royalty, free and clear of all costs and expenses of development and operations, an undivided 0.845% of 8/8ths to Floyd E. Murray, and a 0.845% of 8/8ths to L.A. Idler of the value of all oil, gas, casinghead gas and other hydrocarbon substances produced, saved and sold from or allocated to the lands described on Exhibit "A" attached hereto, as such lands are embraced within the Oil and Gas Leases described on said Exhibit "A", which lands are situated in the County of Sublette, State of Wyoming, and which Exhibit "A" is, by this reference thereto, incorporated herein and made a part hereof.

It is understood and agreed that Assignors are contributing to the overriding royalty herein conveyed in the following proportions, to-wit:

C F BRAUN & CO	25.00%
THE GRAYROCK CORPORATION	25.00%
ADOBE OIL & GAS CORPORATION	12.50%
NRM PETROLEUM CORPORATION	12.50%
PETRO-SEARCH, INC.	25.00%

and that the overriding royalty herein conveyed shall attach to and constitute a burden on only the interests held by Assignors in and to the operating and corollary rights in the lands described on Exhibit "A", as such lands are embraced within the Oil and Gas Leases described on Exhibit "A", and insofar and only insofar, as said Exhibit "A" leases and lands cover and relate to the depths set out in Exhibit "A".

The overriding royalty herein conveyed shall be payable at the same time and upon the same basis as the royalties provided for in the Exhibit "A" Oil and Gas Leases, and such overriding royalty shall be less any and all taxes levied or assessed against the same or the production by which the same is determined which Assignors or the operator of said Oil and Gas Leases may be authorized or required by law to deduct and pay for the account of Assignees, with the further understanding that no overriding royalty shall accrue or be payable on the oil and/or gas unavoidably lost or flared during testing or used for development and operations upon the Exhibit "A" lands.

With respect to said Exhibit "A" Oil and Gas Leases, it is recognized that the overriding royalty herein conveyed shall be in addition to any and all overriding royalties previously created thereunder. Consequently, pursuant to departmental regulations in the matter, Assignees hereby expressly consent and agree, which consent shall be fully evidenced by the filing of this Assignment with the Bureau of Land Management, that, as to Exhibit "A" lands, the obligation to pay the aforementioned overriding royalty shall be suspended when the average production per well per day averaged on a monthly basis is, as to oil, fifteen (15) barrels or less, which limitation shall apply separately to any zone or portion of a lease segregated for computing government royalty. The overriding royalty herein conveyed shall also be and

become effective as to all formations of the Exhibit "A" lands as embraced within the Exhibit "A" leases lying below the depths set out in Exhibit "A", in which Assignors may or shall acquire a working interest therein within a period of twenty (20) years from the date hereof.

The provisions hereof shall extend to and be binding upon the parties hereto, their respective heirs, successors and assigns.

IN WITNESS HEREOF, this Assignment of Overriding Royalty has been executed by and on behalf of Assignors this 26th day of May, 1977.

ATTEST:

_____

C F BRAUN & CO

By: J F Mongley
ATTORNEY-IN-FACT

William T Drozd
Secretary-Treasurer

THE GRAYROCK CORPORATION

By: _____
John S. Nichols, Vice President

ATTEST:

_____
Secretary

ADOBE OIL & GAS CORPORATION

By: H. L. Holcomb
Vice President

_____

NRM PETROLEUM CORPORATION

By: D D Dudd
PRESIDENT

_____

PETRO-SEARCH, INC.

By: George B. Judd
George B. Judd, Vice President

N. H. Monce, Ass't. Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

The foregoing instrument was acknowledged before me by L L Murphy, as Attorney-in-Fact of J F BRAUN & CO, this 26th day of May, 1977.

WITNESS my hand and official seal.

Karen J Dufford
Notary Public

My commission expires:
April 10 1981

OFFICIAL SEAL
KAREN J. DUFFORD
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires April 10, 1981

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me by John S. Nichols, as Vice President of THE GRAYROCK CORPORATION, this 2nd day of June, 1977.

WITNESS my hand and official seal.

Nancy Russell
Notary Public

My commission expires:
10-15-78

STATE OF TEXAS)
CITY AND) SS.
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me by H. R. Holcomb, as Vice President of ADOBE OIL & GAS CORPORATION this 6th day of June, 1977.

WITNESS my hand and official seal.

Jan Watson
Notary Public

My commission expires:
5/31/1979

STATE OF TEXAS)
) ss.
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me by D. G. Griffin, as President of NRM PETROLEUM CORPORATION, this 8th day of June, 1977.

WITNESS my hand and official seal.

Eleanor D. Smithwick
Notary Public

My commission expires:

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

The foregoing instrument was acknowledged before me by George B. Judd, as Vice President of PETRO-SEARCH, INC., this 9th day of June, 1977

WITNESS my hand and official seal.

Notary Public

My commission expires:

December 16, 1979

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY DATED May 26, 1977, 1977, BY AND BETWEEN C F BRAUN & CO, THE GRAYROCK CORPORATION, ADOBE OIL & GAS CORPORATION, NRM PETROLEUM CORPORATION, AND PETRO-SEARCH, INC., AS ASSIGNORS, AND FLOYD E. MURRAY AND L.A. IDLER, AS ASSIGNEES.

The following Oil and Gas Leases insofar and only insofar as they cover the lands described from the surface to a depth that is the stratographic equivalent of 8,850 feet as measured in the Petro-Search #1-32 Federal Well located in the SW/4SE/4 (Lot 19) of Section 32, Township 28 North, Range 114 West, Sublette County, Wyoming:

1. United States Oil and Gas Lease Serial No. Wyoming 0317227, dated June 1, 1965, insofar and only insofar as said lease covers the following described lands, to-wit:

   TOWNSHIP 28 NORTH, RANGE 114 WEST 6 P.M.
   Sublette County, Wyoming

   Section 28: SW/4, W/2NW/4
   Containing 240.00 acres, more or less.

2. United States Oil and Gas Lease Serial No. Wyoming 0317227-A, dated June 1, 1965, insofar and only insofar as said lease covers the following described lands, to-wit:

   TOWNSHIP 28 NORTH, RANGE 114 WEST 6 P.M.
   Sublette County, Wyoming

   Section 33: NW/4, SE/4SW/4, N/2NW/4SW/4, SE/4NW/4SW/4
   Containing 230.00 acres, more or less

3. United States Oil and Gas Lease Serial No. Wyoming 0317228, dated June 1, 1965, insofar and only insofar as said lease covers the following described lands, to-wit:

   TOWNSHIP 28 NORTH, RANGE 114 WEST 6 P.M.
   Sublette County, Wyoming

   Section 28: E/2NW/4
   Section 32: N/2, SW/4 of Lot 14, Lot 15
   Containing 128.48 acres, more or less

4. United States Oil and Gas Lease Serial No. Wyoming 0317229, dated June 1, 1965, insofar and only insofar as said lease covers the following described lands, to-wit:

   TOWNSHIP 28 NORTH, RANGE 114 WEST 6 P.M.
   Sublette County, Wyoming

   Section 29: Lots 1,2,9,10,11,12,19,20
   Section 32: Lots 1-7, N/2 of Lot 8, N/2 of Lot 10
   Containing 595.80 acres, more or less

5. United States Oil and Gas Lease Serial No. Wyoming 0320213, dated November 1, 1965, insofar and only insofar as said lease covers the following described lands, to-wit:

TOWNSHIP 28 NORTH, RANGE 114 WEST 6 P.M.
Sublette County, Wyoming

Section 29: Lots 3-8, 13-15
Containing 287.84 acres, more or less.

The following Oil and Gas Lease insofar and only insofar as it covers the lands described from the surface of the ground to and including 8,950':

1. United States Oil and Gas Lease Serial No. Wyoming 17208, dated March 1, 1969, insofar and only insofar as said lease covers the following described lands, to-wit:

TOWNSHIP 28 NORTH, RANGE 114 WEST 6 P.M.
Sublette County, Wyoming

Section 32: Lot 16, W/2 and SE/4 of Lot 17
Containing 49.53 acres, more or less.

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
WYOMING STATE OFFICE
CHEYENNE, WYOMING

RE: Wyoming 0317227-A
Wyoming 0317228
Wyoming 0317229
Wyoming 17208

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, THAT:

FOR VALUE RECEIVED,

C F BRAUN & CO
1000 South Fremont
Alhambra, California 91802

THE GRAYROCK CORPORATION 606 Mercantile Dallas Bldg.
~~Suite 2301, 1600 Broadway~~
~~Denver, Colorado 80202~~ Dallas, Texas 75201

ADOBE OIL & GAS CORPORATION
717 United Bank Center
Denver, Colorado 80290

NRM PETROLEUM CORPORATION
900 Building of the Southwest
Midland, Texas 79701

PETRO-SEARCH, INC.
825 Petroleum Club Building
Denver, Colorado 80202

hereinafter collectively called "Assignors", have sold, assigned, transferred and conveyed and, by these presents, do hereby sell, assign, transfer and convey unto FLOYD E. MURRAY, 11810 East Bates Circle, Denver, Colorado 80232, and L.A. IDLER, 1000 Empire Savings Building, Denver, Colorado 80202, hereinafter called "Assignees", as an overriding royalty, free and clear of all costs and expenses of development and operations, an undivided 1.565% to Floyd E. Murray , and a 1.565% to L.A. Idler of the value of all oil, gas, casinghead gas and other hydrocarbon substances produced, saved and sold from or allocated to the lands described on Exhibit "A" attached hereto, as such lands are embraced within the Oil and Gas Leases described on said Exhibit "A", which lands are situated in the County of Sublette, State of Wyoming, and which Exhibit "A" is, by this reference thereto, incorporated herein and made a part hereof.

160966

RECORDED June 27 ... 2:00 P M
IN BOOK 54 Oil & Gas PAGE 282
FEES $10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

It is understood and agreed that Assignors are contributing to the overriding royalty herein conveyed in the following proportions, to-wit:

C F BRAUN & CO	25.00%
THE GRAYROCK CORPORATION	25.00%
ADOBE OIL & GAS CORPORATION	12.50%
NRM PETROLEUM CORPORATION	12.50%
PETRO-SEARCH, INC.	25.00%

and that the overriding royalty herein conveyed shall attach to and constitute a burden on only the interests held by Assignors in and to the operating and corollary rights in the lands described on Exhibit "A", as such lands are embraced within the Oil and Gas Leases described on Exhibit "A", and insofar and only insofar, as said Exhibit "A" leases and lands cover and relate to the depths set out in Exhibit "A". In this connection, it is understood and agreed that should Exxon Corporation and/or Belco Petroleum Corporation and/or Chandler & Associates, Inc. convert at any time or from time to time from an overriding royalty position to a working interest position in and to the operating and corollary rights in the Exhibit "A" lands, subject to the depth limitations set forth in Exhibit "A", the overriding royalty herein conveyed shall never be construed as burdening any working interest held by Exxon Corporation, Belco Petroleum Corporation or Chandler & Associates, Inc. Should Exxon Corporation, Belco Petroleum Corporation, or Chandler & Associates, Inc. convert their overriding royalty position to a working interest positions, the overriding royalty interest herein conveyed shall be proportionately reduced as the resulting net revenue interest position of Assignors bears to the net revenue interest position of Assignors in the affected leases and lands prior to such conversion without taking into account in either instance the burden of the overriding royalty interest herein conveyed.

The overriding royalty herein conveyed shall be payable at the same time and upon the same basis as the royalties provided for in the Exhibit "A" Oil and Gas Leases, and such overriding royalty shall be less any and all taxes levied or assessed against the same or the production by which the same is determined which Assignors or the operator of said Oil and Gas Leases may be authorized or required by law to deduct and pay for the account of Assignees, with the further understanding that no overriding royalty shall accrue or be payable on the oil and/or gas unavoidably lost or flared during testing or used for development and operations upon the Exhibit "A" lands.

With respect to said Exhibit "A" Oil and Gas Leases, it is recognized that the overriding royalty herein conveyed shall be in addition to any and all overriding royalties previously created thereunder. Consequently, pursuant to departmental regulations in the matter, Assignees hereby expressly consent and agree, which consent shall be fully evidenced by the filing of this Assignment with the Bureau of Land Management, that, as to Exhibit "A" lands, the obligation to pay the aforementioned overriding royalty shall be suspended when the average production per well per day averaged on a monthly basis is, as to oil, fifteen (15) barrels or less, which limitation shall apply separately to any zone or portion of a lease segregated for computing government royalty. The overriding royalty herein conveyed shall also be and become effective as to all formations of the Exhibit "A" lands as embraced within the Exhibit "A" leases lying below the depths set out in Exhibit "A", in which Assignors may or shall acquire a working interest therein within a period of twenty (20) years from the date hereof.

The provisions hereof shall extend to and be binding upon the parties hereto, their respective heirs, successors and assigns.

IN WITNESS HEREOF, this Assignment of Overriding Royalty has been executed by and on behalf of Assignors this 26th day of May, 1977, effective for revenue distribution purposes as of 7:00 A.M. on the date of first production from the test well identified as the Fogarty Creek Unit Well #1-32.

ATTEST:

_____

C F BRAUN & CO

By: J F Mungley
ATTORNEY-IN-FACT

William T Dragd
Secretary-Treasurer

THE GRAYROCK CORPORATION

By: John S. Nichols, Vice President

ATTEST:

_____
Secretary

ADOBE OIL & GAS CORPORATION

By: _____
Vice President

_____

NRM PETROLEUM CORPORATION

By: _____
PRESIDENT

_____
N. H. Monce, Ass't. Secretary

PETRO-SEARCH, INC.

By: George B. Judd
George B. Judd, Vice President

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

The foregoing instrument was acknowledged before me by J. L. Murphy, as Attorney-in-Fact of J F BRAUN & CO, this 24th day of May, 1977.

WITNESS my hand and official seal.

OFFICIAL SEAL
KAREN J. DUFFORD
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires April 10, 1981

Karen J. Dufford
Notary Public

My commission expires:

April 10 1981

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me by John S. Nichols, as Vice President of THE GRAYROCK CORPORATION, this 2nd day of June, 1977.

WITNESS my hand and official seal.

Nancy Russell
Notary Public

My commission expires:

10-15-78

STATE OF TEXAS)
CITY AND) SS.
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me by H. R. Holcomb, as Vice President of ADOBE OIL & GAS CORPORATION this 6th day of June, 1977.

WITNESS my hand and official seal.

Jan Watson
Notary Public

My commission expires:

5/31/1979

STATE OF TEXAS)
) ss.
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me by D. G. Griffin, as President of NRM PETROLEUM CORPORATION, this 8th day of June, 1977.

WITNESS my hand and official seal.

Notary Public

My commission expires:

6-30-78

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

The foregoing instrument was acknowledged before me by George B. Judd, as Vice President of PETRO-SEARCH, INC., this 9th day of June, 1977

WITNESS my hand and official seal.

Susan Markley
Notary Public

My commission expires:
December 16, 1979

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY DATED May 26, 1977, 1977, BY AND BETWEEN C F BRAUN & CO, THE GRAYROCK CORPORATION, ADOBE OIL & GAS CORPORATION, NRM PETROLEUM CORPORATION AND PETRO-SEARCH, INC., AS ASSIGNORS, AND FLOYD E. MURRAY AND L.A. IDLER, AS ASSIGNEES.

The following Oil and Gas Leases insofar and only insofar as they cover the lands described from the surface to a depth that is the stratographic equivalent of 8,850 feet as measured in the Petro-Search #1-32 Federal Well located in the SW/4SE/4 (Lot 19) of Section 32, Township 28 North, Range 114 West, Sublette County, Wyoming:

1. United States Oil and Gas Lease Serial No. Wyoming 0317227-A, dated June 1, 1965, insofar and only insofar as said lease covers the following described lands, to-wit:

   TOWNSHIP 28 NORTH, RANGE 114 WEST 6 P.M.
   Sublette County, Wyoming

   Section 33: SW/4NW/4SW/4
   Containing 10.00 acres, more or less.

2. United States Oil and Gas Lease Serial No. Wyoming 0317228, dated June 1, 1965, insofar and only insofar as said lease covers the following described lands, to-wit:

   TOWNSHIP 28 NORTH, RANGE 114 WEST 6 P.M.
   Sublette County, Wyoming

   Section 32: Lots 11,12,13, SE/4 of Lot 14
   Containing 130.89 acres, more or less.

3. United States Oil and Gas Lease Serial No. Wyoming 031722[illegible], dated June 1, 1965, insofar and only insofar as said lease covers the following described lands, to-wit:

   TOWNSHIP 28 NORTH, RANGE 114 WEST 6 P.M.
   Sublette County, Wyoming

   Section 32: S/2 of Lot 8, Lot 9, S/2 of Lot 10
   Containing 80.55 acres, more or less.

The following Oil and Gas Lease insofar and only insofar as it covers the lands described from the surface of the ground to and including 8,950':

1. United States Oil and Gas Lease Serial No. Wyoming 17208, dated March 1, 1969, insofar and only insofar as said lease covers the following described lands, to-wit:

   TOWNSHIP 28 NORTH, RANGE 114 WEST 6 P.M.
   Sublette County, Wyoming

   Section 32: NE/4 of Lot 17, Lots 18,19,20
   Containing 139.89 acres, more or less.

ASSIGNMENT OF OIL AND GAS LEASE

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 leases (said leases) described on Exhibit "A" attached to this Assignment and made a part hereof.

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 leases. In the event the leasehold in said leases covers less than the entire oil and gas leasehold estate, then the said five percent (5.0%) overriding royalty interest shall be reduced in the proportion that the interest in the leasehold bears to the entire leasehold interest.

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 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 25th DAY OF MAY, 1977.

ATTEST:

Assistant Secretary

INTER-AMERICAN PETROLEUM CORPORATION

BY: _____
Joseph R. Mazzola, Vice President

BY: _____
Thomas A. Chorney

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 25th day of May, 1977, by Joseph R. Mazzola, as Vice-President of Inter-American Petroleum Corporation, a Colorado corporation.

WITNESS my hand and official seal.

My Commission Expires: June 21st, 1980

Notary Public

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this __ day of May, 1977, by Thomas A. Chorney.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: [redacted]

EXHIBIT "A"

Attached to and made a part of Assignment dated May 25, 1977, by and between INTER-AMERICAN PETROLEUM CORPORATION and THOMAS A. CHORNEY, Assignors, and NORTHWEST EXPLORATION COMPANY, Assignee.

3W-1152-1 Oil and Gas Lease dated March 9, 1977 from Steve Kanski, et ux Lessors, to Inter-American Petroleum Corporation and Thomas A. Chorney, Lessees, recorded in Book 530&G, Page 689, covering the following described lands in Sublette County, Wyoming:

Township 34 North, Range 113 West

Section 11: NE/4, N/2SW/4, SE/4
Section 12: W/2
Section 13: NW/4, NE/4SW/4
Section 14: NE/4

Containing 1080.00 acres, more or less

5W-1152-2 Oil and Gas Lease dated May 2, 1977 from Miriam Jenkins Barlow, Lessor, to Inter-American Petroleum Corporation and Thomas A. Chorney, Lessees, recorded in Book 54, Page 27, covering the following described lands in Sublette County, Wyoming:

Township 34 North, Range 113 West

Section 1: SW/4
Section 11: N/2SW/4, E/2
Section 12: W/2
Section 13: NW/4, NE/4SW/4
Section 14: NE/4

Containing 1240.00 acres, more or less.

5W-1152-3 Oil and Gas Lease dated May 2, 1977 from Dorthean Jorgensen, et al, Lessor, to Inter-American Petroleum Corporation and Thomas A. Chorney, Lessees, recorded in Book 54, Page 29, covering the following described lands in Sublette County, Wyoming:

Township 34 North, Range 113 West

Section 1: SW/4

Township 35 North, Range 113 West

Section 34: S/2S/2

Containing 320.00 acres, more or less.

161039

RECORDED July 1 1977 9:00 A.M
IN BOOK 54 Oil & Gas PAGE 282
FEES 5.00 Jo Ann Gale COUNTY CLERK
SUBLETTE COUNTY CLERK

289

ASSIGNMENT OF OIL AND GAS LEASE

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 leases (said leases) described on Exhibit "A" attached to this Assignment and made a part hereof.

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 leases. In the event the leasehold in said leases covers less than the entire oil and gas leasehold estate, then the said five percent (5.0%) overriding royalty interest shall be reduced in the proportion that the interest in the leasehold bears to the entire leasehold interest.

Assignee, by its acceptace 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 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 21 DAY OF APRIL, 1977.

ATTEST:

Debra A. Peluso
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 21 day of April, 1977, by Joseph R. Mazzola, as Vice-President of Inter-American Petroleum Corporation, a Colorado corporation.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: My Commission expires February 14, 1981

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 21 day of April, 1977, by Thomas A. Chorney.

WITNESS my hand and official seal.

[redacted]
Notary Public

My Commission Expires: My Commission expires June 23, 1980

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of Assignment dated April 21, 1977, by and between INTER-AMERICAN PETROLEUM CORPORATION and THOMAS A. CHORNEY, Assignors, and NORTHWEST EXPLORATION COMPANY, Assignee

4W-1021-1 Oil and Gas Lease dated July 23, 1976 from Daniel Michael Ball, et al, Lessors, to Inter-American Petroleum Corporation and Thomas A. Chorney, Lessees, recorded in Book 53 O&G, Page 599, covering the following described lands in Sublette County, Wyoming:

Township 33 North, Range 111 West
Section 5: Lots 1, 2, 3, 4, $S\frac{1}{2}N\frac{1}{2}$, $S\frac{1}{2}$
Section 6: Lots 5, 6, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $SE\frac{1}{4}$
Section 8: $N\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$

Township 34 North, Range 111 West
Section 31: $E\frac{1}{2}SE\frac{1}{4}$
Section 32: $SW\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$

4W-1021-2 Oil and Gas Lease dated November 8, 1976 from Richard L. Goodman, Lessor, to Inter-American Petroleum Corporation and Thomas A. Chorney, Lessees, recorded in Book 53 O&G, Page 596, covering the following described land in Sublette County, Wyoming:

Township 33 North, Range 111 West
Section 5: $W\frac{1}{2}SW\frac{1}{4}$
Section 6: Lots 5, 6, $SE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$
Section 8: $N\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$

4W-1021-3 Oil and Gas Lease dated October 14, 1976 from John D. Newcomb, Lessor, to Inter-American Petroleum Corporation and Thomas A. Chorney, Lessees, recorded in Book 53 O&G, Page 587, covering the following described lands located in Sublette County, Wyoming:

Township 33 North, Range 111 West
Section 5: $W\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$
Section 6: Lots 5, 6, $SE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$
Section 8: $NE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}NE\frac{1}{4}$

4W-1021-4 Oil and Gas Lease dated October 14, 1976 from Ralph E. Newcomb, Lessor, to Inter-American Petroleum Corporation and Thomas A. Chorney, Lessees, recorded in Book 53, Page 700, covering the following described lands in Sublette County, Wyoming:

Township 33 North, Range 111 West
Section 5: $S\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$

4W-1021-5 Oil and GAs Lease dated October 14, 1976, from James W. Jenkins, et ux, Lessors, to Inter-American Petroleum Corporation and Thomas A. Chorney, Lessees, recorded in Book 53 O&G, Page 273, covering the following described land in Sublette County, Wyoming:

Township 33 North, Range 111 West
Section 5: Lots 1, 2, 3, 4, $S\frac{1}{2}N\frac{1}{2}$, $SE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$
Section 6: Lot 4 (also known as $NW\frac{1}{4}NW\frac{1}{4}$)
Section 8: $NE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}NE\frac{1}{4}$

Township 34 North, Range 111 West
Section 31: $E\frac{1}{2}SE\frac{1}{4}$
Section 32: $S\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}$

EXHIBIT "A"

Attached to and made a part of Assignment dated April 21, 1977, by and between INTER-AMERICAN PETROLEUM CORPORATION and THOMAS A. CHORNEY, Assignors, and NORTHWEST EXPLORATION COMPANY, Assignee

4W-1086-1 Oil and Gas Lease dated November 2, 1976 from James Ranches, Inc., Lessor, to Inter-American Petroleum Corporation and Thomas A. Chorney, Lessees, recorded in Book 53 O&G, Page 634, covering the following described land in Sublette County, Wyoming:

Township 33 North, Range 111 West
Section 3: W½
Section 4: E½

Township 34 North, Range 111 West
Section 19: Lot 4 (SW¼SW¼)
Section 28: E½
Section 30: Lots 1, 2, 3, E½NW¼, NE¼SW¼
Section 33: E½
Section 34: SW¼

Township 34 North, Range 112 West
Section 24: S½SE¼, W½SW¼
Section 25: N½, N½S½, SW¼SE¼

4W-1086-2 Oil and Gas Lease dated November 2, 1976 from Boyd Kelly, Lessor, to Inter-American Petroleum Corporation and Thomas A. Chorney, Lessees, recorded in Book 53 O&G, Page 628, covering the following described lands in Sublette County, Wyoming:

Township 33 North, Range 111 West
Section 3: W½
Section 4: E½

Township 34 North, Range 111 West
Section 19: Lot 4 (SW¼SW¼)
Section 28: E½
Section 30: Lots 1, 2, 3, E½NW¼, NE¼SW¼
Section 33: E½
Section 34: SW¼

Township 34 North, Range 112 West
Section 1: W½SW¼
Section 2: Lots 3, 4, S½N½, N½S½, SE¼SE¼, S½SW¼
Section 11: W½NE¼, NW¼, W½SW¼
Section 24: S½SE¼, W½SW¼
Section 25: N½, N½S½, SW¼SE¼

Township 35 North, Range 112 West
Section 34: S½NW¼, SW¼NE¼, S½
Section 35: W½SW¼

4W-1086-3 Oil and Gas Lease dated November 2, 1976 from Koch Ranch, Inc., Lessor, to Inter-American Petroleum Corporation and Thomas A. Chorney, Lessees, recorded in Book 53 O&G, Page 631, covering the following described lands in Sublette County, Wyoming:

Township 34 North, Range 112 West
Section 1: W½SW¼
Section 2: Lots 3, 4, S½N½, N½S½, SE¼SE¼, S½SW¼
Section 11: W½NE¼, NW¼, W½SW¼

Township 35 North, Range 112 West
Section 34: S½NW¼, SW¼NE¼, S½
Section 35: W½SW¼

EXHIBIT "A"

Attached to and made a part of Assignment dated April 21, 1977, by and between INTER-AMERICAN PETROLEUM CORPORATION and THOMAS A. CHORNEY, Assignors, and NORTHWEST EXPLORATION COMPANY, Assignee

10W-1084-1 Oil and Gas Lease dated October 12, 1976 from Richard L. Goodman, Lessor, to Inter-American Petroleum Corporation and Thomas A. Chorney, Lessees, recorded in Book 53 O&G, Page 292, covering the following described lands in Sublette County, Wyoming:

Township 33 North, Range 112 West
Section 1: Lot 1 (also known as $NE\frac{1}{4}NE\frac{1}{4}$)

10W-1084-2 Oil and Gas Lease dated October 14, 1976 from John D. Newcomb, Lessor, to Inter-American Petroleum Corporation and Thomas A. Chorney, Lessees, recorded in Book 53 O&G, Page 287, covering the following described land in Sublette County, Wyoming:

Township 33 North, Range 112 West
Section 1: Lot 1 (also known as $NE\frac{1}{4}NE\frac{1}{4}$)

11W-1084-3 Oil and Gas Lease dated November 4, 1976 from Daniel Michael Ball, et al, Lessors, to Inter-American Petroleum Corporation and Thomas A. Chorney, Lessees, recorded in Book 53 O&G, Page 378, covering the following described land in Sublette County, Wyoming:

Township 33 North, Range 112 West
Section 1: Lot 1 (also known as $NE\frac{1}{4}NE\frac{1}{4}$)

2W-1122 Oil and Gas Lease dated February 28, 1977 from Barbara Conwell Gildea, et vir, Lessor, to Inter-American Petroleum Corporation and Thomas A. Chorney, Lessees, recorded in Book 54, Page 11, covering the following described land in Sublette County, Wyoming:

Township 34 North, Range 113 West
Section 2: $NW\frac{1}{4}$ (Lots 3, 4, $S\frac{1}{2}NW\frac{1}{4}$)
Section 3: $NE\frac{1}{4}$ (Lots 1, 2, $S\frac{1}{2}NE\frac{1}{4}$)
Section 4: $E\frac{1}{2}NE\frac{1}{4}$ (Lot 1, $SE\frac{1}{4}NE\frac{1}{4}$)

2W-1123 Oil and Gas Lease dated February 28, 1977 from Ralph E. Conwell, et ux, Lessors, to Inter-American Petroleum Corporation and Thomas A. Chorney, Lessees, recorded in Book 54, Page 9, covering the following described land in Sublette County, Wyoming:

Township 35 North, Range 113 West
Section 32: $S\frac{1}{2}SE\frac{1}{4}$
Section 33: $S\frac{1}{2}SW\frac{1}{4}$

Township 34 North, Range 113 West
Section 4: $NW\frac{1}{4}$ (Lots 3, 4, $S\frac{1}{2}NW\frac{1}{4}$)
Section 5: $NE\frac{1}{4}$ (Lots 1, 2, $S\frac{1}{2}NE\frac{1}{4}$), $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$

181140

RECORDED July 1 1977 9:xx A.M.
IN BOOK 54 Oil & Gas PAGE 290
FEES $12.50 Vera G. Hyatt COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Ellen Wampler

ASSIGNMENT OF OIL AND GAS LEASE

INTER-AMERICAN PETROLEUM CORPORATION, a Colorado corporation, of 609 East Speer Boulevard, Denver, Colorado 80203, and THOMAS A. CHORNEY, of 732 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 leases (said leases) described on Exhibit "A" attached to this Assignment and made a part hereof.

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 leases. In the event the leasehold in said leases covers less than the entire oil and gas leasehold estate, then the said five percent (5.0%) overriding royalty interest shall be reduced in the proportion that the interest in the leasehold bears to the entire leasehold interest.

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 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 1st DAY OF JUNE, 1977.

ATTEST:

Patricia J. DeTrine
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 1st day of June, 1977 by Joseph R. Mazzola, as Vice President of Inter-American Petroleum Corporation, a Colorado Corporation.

WITNESS my hand and official seal.

Rosemary De Mazzei
Notary Public

My Commission Expires: June 21st, 1980

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ___ day of June, 1977, by Thomas A. Chorney.

WITNESS my hand and official seal.

[redacted] [redacted]

Notary Public

[redacted]

EXHIBIT "A"

Attached to and made a part of Assignment dated June 1, 1977, by and between INTER-AMERICAN PETROLEUM CORPORATION and THOMAS A. CHORNEY, Assignors, and NORTHWEST EXPLORATION COMPANY, Assignee.

4W-1021-6 Oil and Gas Lease dated November 4, 1976 from Thomas Sanford, Individually and as Executor of the Estate of Robert B. Sanford, deceased, and Deborah Sanford to Inter-American Petroleum Corporation and Thomas A. Chorney, Lessees, recorded in Book 54 O&G Page 128 covering the following described lands in Sublette County, Wyoming:

Township 33 North, Range 111 West

Section 5: W/2SW/4, SE/4SW/4, SW/4SE/4

Section 6: Lots 5,6, SE/4NW/4, SE/4, NE/4SW/4

Section 8: NE/4NW/4, N/2NE/4

containing 597.48 acres, more or less.

11W-1084-4 Oil and Gas lease dated November 4, 1976 from Thomas Sanford, Individually and as Executor of the Estate of Robert B. Sanford, deceased, and Deborah Sanford to Inter-American Petroleum Corporation and Thomas A. Chorney, Lessees, recorded in Book 54 O&G, Page 130 covering the following described lands in Sublette County, Wyoming:

Township 33 North, Range 112 West

Section 1; Lot 1 (NE/4NE/4)

Containing 39.98 acres, more or less.

161041

RECORDED July 1 19 77 9:00 AM
IN BOOK 54 O&G PAGE 294
FEES $4.75 Lois Lake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Ellen Wampler.

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 732 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 BELCO PETROLEUM CORPORATION, of 445 Union Boulevard, Suite 209, Lakewood, Colorado 80228, 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 April 5, 1977 from Hamilton Farms, Inc. Lessors, to Inter-American, et al, Lessees, recorded in Book 54 O&G Page 139, covering the following lands in Sublette County, Wyoming:

Township 34 North, Range 112 West
Section 7: SE/4SE/4
Section 8: E/2SW/4, SW/4SW/4
Section 13: W/2SE/4
Section 14: S/2
Section 23: E/2E/2
Section 24: N/2, N/2SE/4, E/2SW/4
Section 26: NE/4NE/4

Containing 1,240.00 acres, more or less

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 lease. In the event the leasehold in said lease covers less than the entire oil and gas leasehold estate, then the said five percent (5.0%) overriding royalty interest shall be reduced in the proportion that the interest in the leasehold bears to the entire leasehold interest. This overriding royalty and all other terms and conditions of the 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 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 cuase 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 31st DAY OF MAY, 1977.

ATTEST:

Patricia J. DeSimone
Secretary

INTER-AMERICAN PETROLEUM CORPORATION

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

BY: Thomas A. Chorney
Thomas A. Chorney

ACKNOWLEDGEMENT PAGE ATTACHED HERETO AS PAGE TWO

[illegible]-73

RECORDED [illegible] 19 77 [illegible] M
IN BOOK [illegible] PAGE 296
FEES $ [illegible] [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

ACKNOWLEDGEMENT PAGE attached to Assignment dated May 31, 1977, by and between Inter-American Petroleum Corporation, and Thomas A. Chorney, Assignors, and Belco Petroleum Corporation, Assignee.

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 31st day of May, 1977, by Joseph R. Mazzola, Vice President of Inter-American Petroleum Corporation, a Colorado corporation.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: June 21st 1980

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of June, 1977, by Thomas A. Chorney.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

[redacted] [redacted] [redacted]

[redacted] (blank assignment) Form [redacted] KINTZEL BLUE PRINT CO CASPER, WYOMING

ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, J. Adrian Padon, Jr., P.O. Box 1516, Casper, Wyoming 82602

(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. - 25.0%; BARBER OIL EXPLORATION, INC. - 25.0%; FARMLAND INTERNATIONAL ENERGY COMPANY - 50.0% (hereinafter called Assignee), all right, title and interest in and to the lease dated March 29, 1977, from Robert A. Springman and Wilda Springman, husband and wife, of Big Piney, Wyoming 83113, Lessor, to J. Adrian Padon, Jr., Lessee, recorded in book 54, page 111, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 30 North, Range 114 West
Section 25: NE¼, NE¼NW¼, E½SE¼

containing 280 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 hereby surrenders and releases all rights of dower and homestead in the premises above described.

EXECUTED, This 28th day of May, 1977

J. Adrian Padon (Seal)

J. Adrian Padon, Jr. (Seal)

(Seal)

State of Wyoming
County of Natrona } ss.

The foregoing instrument was acknowledged before me by J. Adrian Padon, Jr.

this 28th day of May, 1977.

Witness my hand and official seal.

Notary Public

My Commission Expires:

STATE OF Wyoming
COUNTY OF Sublette } ss.

This instrument was filed for record on the 7th day of July, 1977, at 9:00 o'clock A M., and duly recorded in book 54 on Page 299 of the records of this office.

Fee $3.50

Lois Drake
Register of Deeds.

When recorded Return to Rainbow Resources Inc
10 Riverside Lane Casper Co 82602

299

[illegible]-2078

(blank assignment) Form

KINTZEL BLUE PRINT CO
CASPER WYOMING

ASSIGNMENT OF LEASE

STATE OF Wyoming } ss.
COUNTY OF Sublette }

This instrument was filed for record on the 2nd day of July, 1977, at 9:00 o'clock A M., and duly recorded in book 54 of Page 300 of the records of this office.

Fee $ 3.50

Lois Yake
Register of Deeds.

When recorded Return to Rainbow Resources Inc
P.O. Box 1516 Casper, Wyo. 82602

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, J. Adrian Padon, Jr., P.O. Box 1516, Casper, Wyoming 82602

(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. - 25.0%; FARMLAND INTERNATIONAL ENERGY COMPANY - 50.0% BARBER OIL EXPLORATION, INC.,- 25.0% (hereinafter called Assignee), all right, title and interest in and to the lease dated April 1, 19 77, from E. W. McNinch and Lois C. McNinch, husband and wife, of Big Piney, Wyoming 83113, Lessor, to J. Adrian Padon, Jr., Lessee, recorded in book 54, page 113, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 30 North, Range 114 West
Section 12: SW¼NE¼, NE¼SW¼, N½SE¼

containing 160 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 hereby surrenders and releases all rights of dower and homestead in the premises above described.

EXECUTED, This 28th day of May, 19 77

J. Adrian Padon, Jr. (Seal)

(Seal)

(Seal)

State of Wyoming }
County of Natrona } ss.

The foregoing instrument was acknowledged before me by J. Adrian Padon, Jr.

this 25th day of May, 19 77.

Witness my hand and official seal.

EVA M. POUZIS - Notary Public
County of Natrona State of Wyoming
My Commission Expires Nov. 24, 1980

Notary Public

My Commission Expires:

[redacted] [redacted] [redacted]

Greater LaBarge

WY-2857

[redacted] [redacted] [redacted] 96-67

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 732 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 lease (said lease) described on Exhibit "A" attached to this Assignment and made a part hereof.

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 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 for said lease .

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 1st DAY OF JUNE, 1977.

ATTEST:

Secretary

INTER-AMERICAN PETROLEUM CORPORATION

BY: _____
Joseph R. Mazzola, Vice President

BY: _____
Thomas A. Chorney

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of June, 1977, by Joseph R. Mazzola, as Vice President of Inter-American Petroleum Corporation, a Colorado corporation.

WITNESS my hand and official seal.

Notary Public Rosemary A. Mazzola

My Commission Expires; June 21st 1980

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ___ day of June, 1977, by Thomas A. Chorney.

WITNESS my hand and official seal.

Notary Public, Judith A. Butler

My Commission Expires: _____

EXHIBIT "A"

Attached to and made a part of Assignment dated June 1, 1977, by and between INTER-AMERICAN PETROLEUM CORPORATION and THOMAS A. CHORNEY, Lessors and CSG EXPLORATION COMPANY, Lessee.

4W-1021-10 Oil and Gas lease dated January 24, 1977, from Thomas Sanford Individually and as Executor of the Estate of Robert B. Sanford, deceased and Deborah Sanford, Lessors, to Inter-American Petroleum Corporation and Thomas A. Chorney, Lessees recorded in Book 54 O & G Page 126, covering the following described lands in Sublette County, Wyoming:

Township 31 North, Range 111 West

Section 1: Lots 3,4, S/2NW/4, SW/4

Section 2: Lots 1,2,3,4, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4

Section 11: N/2NE/4

Section 12: N/2NW/4

Township 32 North, Range 111 West

Section 26: SW/4SW/4

Section 27: S/2NE/4, SE/4

Section 34: NE/4

Section 35: SE/4NE/4, W/2NE/4, NW/4, S/2

Containing 2038.97 acres, more or less.

16 1149

RECORDED July 11 1977 9:00 A M
IN BOOK 54 Oil & Gas PAGE 301
FEES $5.50 Fred J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

RETURN TO
CITIES SERVICE OAC CO.
LAND AND LEASE DEPT.
P. O. BOX 2519
OKLAHOMA CITY, OKLA. 73125

Form [redacted]
(August 1961)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Form Bud. [redacted] No. 42-R990.4.

Office Wyoming

Serial No. W- 9910

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

OFFER TO LEASE AND LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive Public Domain Lease)

The undersigned hereby offers to lease all or any of the lands described in item 2 that are available for lease, pursuant and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437, 30 U. S. C. sec. 181), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

1. Mr. / Mrs. / Miss _____ (First Name, Middle Initial, Last Name)

Please notify lessee promptly of any change of address.

_____ (Number and Street)

_____ (City and State)

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

Location [illegible]

RECORDED July 15 19 77 9:00 A M
IN BOOK 54 J + J PAGE 303
FEES $14.50 Lois J Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

161292

Total Area [illegible] Acres

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

This lease embraces the area and the lands described in Item 2.

The rental retained is the rental amount shown in Item 4.

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

4. Amount remitted: Filing fee $10, Rental $[illegible], Total $[illegible]

5. Undersigned certifies as follows:
(a) Offeror is a citizen of the United States. Native born _____ Naturalized _____ Corporation or other legal entity (specify what kind): _____

(b) Offeror's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options, offers to lease and leases in the same State, or 300,000 chargeable acres in leases, offers to lease and options in each leasing district in Alaska. (c) Offeror accepts as a part of this lease, to the extent applicable, the stipulations provided for in 43 CFR 191.6. (d) Offeror is 21 years of age or over (or if a corporation or other legal entity, is duly qualified as shown by statements made or referred to herein). (e) Offeror has described all surveyed lands by legal subdivisions, all lands covered by protracted surveys by appropriate subdivisions thereof, or all unsurveyed lands not covered by protracted surveys by metes and bounds, and further states that there are no settlers on unsurveyed lands described herein.

6. Offeror ☒ is ☐ is not the sole party in interest in this offer and lease, if issued. (*If not the sole party in interest, statements should be filed as prescribed in Item 6 of the Special Instructions.*)

7. Offeror's signature to this offer shall also constitute offeror's signature to, and acceptance of, this lease and any amendment thereto that may cover any land described in this offer open to lease application at the time the offer was filed but omitted from this lease for any reason, or signature to, or acceptance of, any separate lease for such land. The offeror further agrees that (a) this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the land office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed in behalf of the United States, and (b) this offer and lease shall apply only to lands not within a known geologic structure of a producing oil or gas field at the time the offer is filed.

8. If this lease form does not contain all of the terms and conditions of the lease form in effect at the date of filing, the offeror further agrees to be bound by the terms and conditions contained in that form.

9. It is hereby certified that the statements made herein are complete and correct to the best of offeror's knowledge and belief and are made in good faith.

Offeror duly executed this instrument this [illegible] day of [illegible], 19[illegible]

_____ (Lessee signature)

_____ (Lessee signature)

_____ (Attorney-in-fact)

_____ (Attorney-in-fact)

This lease for the lands described in item 3 above is hereby issued, subject to the provisions of the offer and on the reverse side hereof.

This lease is subject to the determination of the Geological Survey of whether the lands described in offer are within the geologic structure of a producing oil or gas field as of the date of signing hereof by the authorized officer.

THE UNITED STATES OF AMERICA

By _____ (Signing officer)

Effective date of lease DEC 1 - 1977

[illegible] (Title) DEC 15 1977 (Date)

THIS OFFER MAY BE REJECTED AND RETURNED TO THE OFFEROR AND WILL AFFORD THE OFFEROR NO PRIORITY [illegible]

lease.

(b) *Cooperative or unit plan.*—Within 30 days of demand, or, if the lessee is not committed to an approved unit or cooperative plan and such plan is not created 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 leased land 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 or royalties.*—(1) To pay rentals and royalties in amount or value of production removed or sold from the leased lands as follows:

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

(a) If the lease is wholly outside the known geologic structure of a producing oil or gas field:

(i) [illegible] year a rental of 50 cents per acre or fraction

(b) If the lease is entirely or partly within the known geologic structure of a producing oil or gas field:

(i) [illegible] with the first lease year after 5 days' notice that all [illegible] of the lands are subject to such a structure and for each year thereafter, prior to a discovery of oil or gas on the land leased, $2 per acre or fraction of an acre.

(ii) If the lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (i) of this section, shall apply to the acreage not within a participating area.

Minimum royalties.—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 subsection (d) (3) (ii) above.

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

(2) It is expressly agreed that the Secretary of the Interior may establish or change the minimum value 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 the major portion 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) [illegible] 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 is satisfied 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 hereof.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the credit of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 191.12. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Contracts for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land: *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provi-

[illegible]

(c) *Well records.*—To keep [illegible] information on all well surveys and tests as [illegible] prescribed for the lessee of oil wells drilled on the leased lands, and accurate record of all subsurface investigations [illegible] 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.

(d) *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, 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.

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

(f) *Taxes and liens; freedom of purchase.*—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workers 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.

(g) *Nondiscrimination Clauses.* In connection with the performance of work under this contract, the lessee agrees as follows:

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

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

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting officer advising the said labor union or workers' representative of the lessee's commitments under this Nondiscrimination clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 10925 of March 6, 1961 (26 F.R. 1977), and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The lessee will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee pursuant thereto, or pursuant to any rules, regulations, or orders of the Secretary of the Interior, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of the Interior 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 the said 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. 10925 of March 6, 1961, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The lessee will include the provisions of [illegible] through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 204 of the said Executive Order of March 6, 1961, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as may be directed by the contracting officer 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 officer, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(h) *Use of [illegible]* [illegible] by applicable law, to file for approval by the lessor any assignment or transfer made of this lease or any interest therein, any agreements of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of execution thereof.

(i) *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).

(j) *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.

[illegible]

Sec. 5. The lessee reserves:

(a) *Easements and rights-of-way.* [illegible] for [illegible] or save, use, easements or rights-of-way [illegible] as may be [illegible] through, or in the land [illegible] used or occupied by the lessee for or incident to the working of the leased land or [illegible] the drilling of wells and the construction and maintenance of tanks, power stations, and other works, buildings, and improvements [illegible] of the products thereof as [illegible] the Secretary of the Interior, or his delegate, may prescribe, and for other [illegible] purposes.

(b) *Suspension of operations.* [illegible] the right to [illegible] the surface of the leased lands [illegible] and other [illegible] deposits of the surface of the lands under lease [illegible] as may be required for the use of the lessee in the extraction and removal [illegible] of the leases in the extraction and removal [illegible] and [illegible] or to dispose of any resource in such [illegible] shall not unreasonably interfere with operations under the lease.

(c) *Monopoly and fair prices.*—[illegible] authority to prevent violation of and enforce all orders necessary to insure compliance with the provisions of the Act of [illegible] and all rules and regulations [illegible] thereunder, and of all valid orders of the Secretary of the Interior [illegible] of the leased lands to the United States [illegible] to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

[illegible] the lessee shall refrain from [illegible] to such rules and regulations [illegible] the Secretary of the Interior. In case the lessee elects to [illegible] any part of the leased premises in the manner provided by the aforesaid Act of [illegible] such plan or unitization [illegible] the lessee [illegible] the royalty [illegible] the respective leases [illegible] shall be used to pay [illegible]

[illegible]

Sec. 6. [illegible] All rights [illegible] of the Act, [illegible]

Sec. 7. [illegible]—All rights [illegible]

Sec. 8. *Pooling and producing* [illegible] the rate of [illegible] and [illegible] upon the lands covered by this lease [illegible] to the public interest by the Secretary of the Interior, he [illegible] the Secretary may [illegible] agreements [illegible] operators [illegible] or [illegible] or both. After notification, [illegible] Secretary of the Interior, or his delegate, may [illegible] or State or [illegible] of [illegible] shall be in the [illegible] of [illegible] of the operating and development [illegible] and the quantity and rate of production from the lands covered by this lease.

Sec. 9. *Surrender and forfeiture.* [illegible] or any legal subdivision [illegible] may be surrendered by the lessee [illegible] a written relinquishment [illegible] of the date of filing [illegible] be subject to [illegible] be surrendered [illegible] all well [illegible] the lessee [illegible] of the lease [illegible] suspension of all [illegible] operations [illegible]

Sec. 10. *Penalties; partial invalidity; termination of lease.*—Upon the expiration of the lease, or the [illegible] the lessee [illegible] the well [illegible] pipelines [illegible] and [illegible] the lessee [illegible] the lessee may [illegible] for production [illegible] tanks, power stations, and [illegible] to remove within a reasonable time [illegible] which is [illegible] of the lessee [illegible] of the lessee [illegible] any [illegible] property [illegible] lessee.

[illegible]

Sec. 11. A waiver [illegible] cancellation and forfeiture [illegible] of future [illegible]

Sec. 12. *Heirs and successors-in-interest.*—It is further agreed that each obligation hereunder shall extend to, [illegible] and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 13. *Unlawful interest.*—It is [illegible] 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 or their term 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 [illegible] so far as the same may be applicable.

INSTRUCTIONS

A. GENERAL INSTRUCTIONS

1. This offer must be filled in on a typewriter or printed plainly in ink and must be signed in ink.

2. This form is to be used in offering to lease noncompetitively public domain lands or oil and gas deposits reserved to the United States in acquired lands for the purpose of drilling, mining, extracting, removing and disposing of oil and gas deposits, except helium. This form should not be used in offering to lease acquired lands or lands on a known geologic structure of a producing oil or gas field.

3. Offers to lease may be made by individuals [illegible] years of age or over who are citizens of the United States, and by corporations, partnerships or associations.

4. This offer must be prepared in quintuplicate and filed in the proper land office. The term "filing" means the actual receipt of the offer in the proper office. If the land is in a State for which there is only [illegible] the offer must be filed with the Bureau of Land Management, Department of the Interior, Washington 25, D. C. See 43 CFR 192.42(a). If less than five copies are filed, the offeror will have 20 days from the date of first filing to file the other required copies, failing in which the offer will be rejected and returned to the offeror without any priority.

5. The offeror shall mark one of the copies first filed at the top with the word "original." If that is not done, the manager will so mark one copy. If there is any variation in the land descriptions among the five copies, the one marked "original" shall govern as to the lands covered by the lease.

6. If additional space is needed in furnishing any of the required information, it may be prepared on additional sheets, numbered and attached to the offer. Each additional sheet must

[illegible] described in Item 3 of the offer is open to oil and gas lease [illegible] the offer is filed but is omitted from the lease for any reason [illegible] thereafter becomes available for leasing to the offeror, the lease will be amended to include the omitted land, unless, before the issuance of the amendment on Form 4-1163, the land office receives notice of withdrawal of the offer as to such land or an election to receive a separate lease to be dated in accordance with 43 CFR 192.43a, in which case such separate lease will be issued. If the lease is amended the rental charged and the lease term will be the same as though the added land had been included in the original lease when it was issued.

8. As an incident to the assignment of the whole interest in all or any part of the lease, the lessee may assign the whole interest in all or any part of the offer. As an incident to the assignment of an undivided fractional interest in the whole lease, the lessee may assign an undivided fractional interest in the whole offer. Applications for approval of assignments of an offer must include a statement that the assignee [illegible] the offer to the extent it is assigned and must be [illegible] by the assignee. In other instances assignments of the offer [illegible] of a base for the land [illegible] will be rejected [illegible] the offeror and will afford [illegible] priority [illegible] land description does not comply with the

requirements of section 302(b) of the Act in that only within an area of 6 miles square [illegible] The total acreage covered by the offer must not exceed the maximum [illegible] applicable to the area [illegible] the exceptions in 43 CFR 192.42(d). This does not [illegible] acreage is currently [illegible] the first year's rental. [illegible] the total acreage is computed [illegible] on the basis of 40 acres for each smaller [illegible] rental is computed [illegible] 10 percent [illegible] attorney is within the purview of [illegible] offer is signed by an attorney-in-fact [illegible] offer is not accompanied by a satisfactory showing with respect to holdings [illegible] 192.42(e)(4), and unless received [illegible] 30 days after the filing of the offer, [illegible] or trustee in behalf of [illegible] required by 43 CFR 192.42(e)(1). (d) [illegible] offer is filed and the [illegible] received after the [illegible] tion of 30 days from the date of receipt of the [illegible] is to be complied with [illegible] and [illegible] the Oasis Information [illegible] offeror will be [illegible] opportunity to file a new offer within [illegible] course of the [illegible] and the first [illegible] on the [illegible] be applied to [illegible] from the [illegible] and [illegible] be of the [illegible]. The advance rental will be [illegible] within the 30-day period [illegible] offer.

B. SPECIAL INSTRUCTIONS

Item 1.—Total area of land requested [illegible] shown in acres [illegible] of approximately [illegible] must not exceed [illegible] less than 640 acres or the equivalent of a section except as provided in 43 CFR 192.42 (d). All of the land must be within a [illegible] square or rectangle of 6 surveyed sections or less in length or width. The descriptions of surveyed and unsurveyed lands, or lands covered by protracted surveys must conform to the provisions of 43 CFR 192.42(b).

Item 2.—This space is not to be filled in. When [illegible] this space will contain the identification of the leased area and total acres.

Item 4.—The total amount remitted should include a $10 filing fee and the first year's rent [illegible] the lands requested [illegible] an acre or fraction thereof, and fraction [illegible] an acre. The $10 filing fee is retained as a service charge, even in those cases where the offer or lease is completely rejected. In order to protect the offeror's priorities with respect to the land requested, it is important that the rental payment submitted with the offer be sufficient to cover all the land [illegible] at the rate of 50 cents an acre or fraction thereof. [illegible] land requested is [illegible] with an irregular quarter section [illegible] one of which is [illegible] for the purposes of [illegible] quarter section [illegible] in whole or in part [illegible] whole or in part, the [illegible] for the [illegible]

[illegible]

[illegible]

305

W 8010

SPECIAL STIPULATION

The NW¼SE¼ sec. 14 is a proposed Recreation Site which will be developed by the Forest Service for public use. No occupancy of the surface is authorized by this lease. The lessee, however, is authorized to employ directional drilling to exploit the oil and gas resources provided that such drilling will not disturb the surface of the area or otherwise interfere with the use being made of it.

4-1-61
DATE

SIGNATURE

W 8910

SPECIAL STIPULATION

A strip of land 200 feet on each side of the centerline of the McDougal Gap Road where it passes through the SW¼SW¼ sec. 13; E½SE¼ sec. 14; NE¼NE¼ sec. 23; W½NW¼, SE¼NW¼, SW¼NE¼ sec. 24 is a roadside zone containing important aesthetic values for public benefit. No occupancy of the surface of this strip is authorized by this lease.

DATE

SIGNATURE

DATE

SIGNATURE

[redacted] [redacted] [redacted]

2B07

7 8810

SPECIAL STIPULATION

The lessee will not undertake any drilling, construction of roads or pipelines, or any other activity which involves removal of vegetation until a plan of construction and development has been approved by the Forest Service representative. Such approval may be conditioned on reasonable requirements to prevent erosion, water pollution, or damage to surface resources and to provided for restoration of the surface.

[redacted]
SIGNATURE

11-1-67
DATE

308

Form 3103–2
(October 1964)
(formerly 4–216)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

STIPULATION FOR LANDS UNDER JURISDICTION OF DEPARTMENT OF AGRICULTURE *

The lands embraced in this lease or permit being under the jurisdiction of the Secretary of Agriculture, the lessee or permittee hereby agrees:

(1) To conduct all operations authorized by this lease or permit with due regard for good land management, not to cut or destroy timber without first obtaining permission from the authorized representative of the Secretary of Agriculture, and to pay for all such timber cut or destroyed at the rates prescribed by such representative; to avoid unnecessary damage to improvements, timber, crops, or other cover; unless otherwise authorized by the Secretary of Agriculture, not to drill any well, carry on operations, make excavations, construct tunnels, drill, or otherwise disturb the surface of the lands within 200 feet of any building standing on the lands and whenever required, in writing, by the authorized representative of the Secretary of Agriculture to fence or fill all sump holes, ditches, and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the lands to their former condition, including the removal of structures as and if required, and when required by such representative to bury all pipelines below plow depth.

(2) To do all in his power to prevent and suppress forest, brush, or grass fires on the lands and in their vicinity, and to require his employees, contractors, subcontractors, and employees of contractors or subcontractors to do likewise. Unless prevented by circumstances over which he has no control, the lessee or permittee shall place his employees, contractors, subcontractors, and employees of contractors and subcontractors employed on the lands at the disposal of any authorized officer of the Department of Agriculture for the purpose of fighting forest, brush, or grass fires on or originating on the lands or on adjacent areas or caused by the negligence of the lessee or permittee or his employees, contractors, subcontractors and employees of contractors and subcontractors, with the understanding that payment for such services shall be made at rates to be determined by the authorized representative of the Secretary of Agriculture, which rates shall not be less than the current rates of pay prevailing in the vicinity for services of a similar character: *Provided*, that if the lessee or permittee, his employees, contractors, subcontractors, or employees of contractors or subcontractors, caused or could have prevented the origin or spread of said fire or fires, no payment shall be made for services so rendered.

During periods of serious fire danger to forest, brush, or grass, as may be specified by the authorized representative of the Secretary of Agriculture, the lessee or permittee shall prohibit smoking and the building of camp and lunch fires by his employees, contractors, subcontractors, and employees of contractors or subcontractors within the area involved except at established camps, and shall enforce this prohibition by all means within his power: *Provided*, that the authorized representative of the Secretary of Agriculture may designate safe places where, after all inflammable material has been cleared away, campfires may be built for the purpose of heating lunches and where, at the option of the lessee or permittee, smoking may be permitted.

The lessee or permittee shall not burn rubbish, trash, or other inflammable materials *except* with the consent of the authorized representative of the Secretary of Agriculture and shall not use explosives in such a manner as to scatter inflammable materials on the surface of the lands during the forest, brush, or grass fire season, *except* as authorized to do so or on areas approved by such representative.

The lessee or permittee shall build or construct such fire lines or do such clearing on the lands as the authorized representative of the Secretary of Agriculture decides is essential for forest, brush, and grass fire prevention which is or may be necessitated by the

* This form of stipulation may be used in connection with leases and permits issued under the Acts of February 25, 1920, as amended (30 U.S.C. 181 *et seq.*); August 7, 1947 (30 U.S.C. 351 *et seq.*); February 7, 1927, as amended (30 U.S.C. 281 *et seq.*); April 17, 1926, as amended (30 U.S.C. 271 *et seq.*); October 20, 1914, as amended (43 U.S.C. 432 *et seq.*); June 28, 1944 (58 Stat 463 *et seq.*); September 1, 1949 (30 U.S.C. 192c); June 30, 1950 (16 U.S.C. 508b); or under the authority of any of the Acts cited in Section 402 of the President's Reorganization Plan No. 3 of 1946 (5 U.S.C. 133y–16, Note).

exercise of the privileges authorized by this lease or permit, and shall maintain such fire tools at his headquarters or at the appropriate location on the lands as are deemed necessary by such representative.

(3) In the location, design, construction and maintenance of all authorized works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures or clearance, the lessee or permittee shall do all things reasonably necessary to prevent or reduce to the fullest extent scarring and erosion of the lands, pollution of the water resources and any damage to the watershed. Where construction, operation, or maintenance of any of the facilities on or connected with this lease or permit causes damage to the watershed or pollution of the water resources, the lessee or permittee agrees to repair such damage and to take such corrective measures to prevent further pollution or damage to the watershed as are deemed necessary by the authorized representative of the Secretary of Agriculture.

(4) To pay the lessor or permitter or his tenant or the surface owner or his tenant, as the case may be, for any and all damage to or destruction of property caused by the lessee's or permittee's operations hereunder; to save and hold the lessor or permitter or the surface owner or their tenants harmless from all damage or claims for damage to persons or property resulting from the lessee's or permittee's operations under this lease or permit

(5) To recognize existing uses and commitments, in the form of Department of Agriculture grazing, timber cutting, and special use permits, water developments, ditch, road, trail, pipeline, telephone line, and fence rights-of-way and other similar improvements, and to conduct his operations so as to interfere as little as possible with the rights and privileges granted by these permits or with other existing uses.

(6) To install and maintain cattle guards to prevent the passage of livestock in any openings made in fences by the lessee or permittee or his contractors to provide access to the lands covered by this lease or permit for automotive and other equipment.

(7) If lessee or permittee shall construct any camp on the lands, such camp shall be located at a place approved by the authorized representative of the Secretary of Agriculture, and such representative shall have authority to require that such camp be kept in a neat and sanitary condition.

(8) To comply with all the rules and regulations of the Secretary of Agriculture governing the national forests or other lands under his jurisdiction which are embraced in this lease or permit.

(9) Unless otherwise authorized, prior to the beginning of operations to appoint and maintain at all times during the term of this lease or permit a local agent upon whom may be served written orders or notices respecting matters contained in this stipulation, and to inform the authorized representative of the Secretary of Agriculture, in writing, of the name and address of such agent. If a substitute agent is appointed, the lessee or permittee shall immediately so inform the said representative.

(10) To address all matters relating to this stipulation to

at [redacted]

who is the authorized representative of the Secretary of Agriculture, or to such other representative as may from time to time, be designated, provided that such designation shall be in writing and be delivered to the lessee or permittee or his agent.

(11) If all or any part of the lands lie within a municipal watershed, or are, in the opinion of the authorized representative of the Secretary of Agriculture, primarily valuable for watershed protection, the lessee or permittee shall reseed or otherwise restore the vegetative cover, as required by the authorized representative of the Secretary of Agriculture, for watershed protection and erosion prevention on any areas damaged because of the operation.

(Signature of Lessee)

GPO 844-923

WSC 1510-5
(Dec. '65)

EQUAL OPPORTUNITY

Non-discrimination clauses, regarding "Equal Opportunity" in the attached permit/lease are amended by deleting references to the President's Committee on Equal Employment Opportunity, Executive Order No. 10925 of March 6, 1961, as amended, and Section 303 of Executive Order No. 10925 of March 6, 1961, as amended; and substituting therefor the Secretary of Labor, Executive Order No. 11246 of September 24, 1965, and Section 204 of Executive Order No. 11246 of September 24, 1965, respectively.

Form 3106-5
(February [redacted]
FACSIMILE R[redacted]ON by
Taylor's Inc., Denver, 266-1681

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

FORM APPROVED
OMB [redacted]1509

Serial No. W-3910

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

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

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective (date) 1 December 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 33 NORTH, RANGE 115 WEST, 6TH. P.M.
Section 12: W½E½, W½
Section 13: All
Section 14: SE¼

1,280.00 acres
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.) Five percent of eight/eights (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 8th day of May, 19 73

Hal A. McVey
(Assignor's Signature)

626 Midland Savings 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 161293

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective JUN 1 1973

RECORDED June 15 19 73 9:00 A M
IN BOOK 54 M 42 PAGE 311
FEES $6.00 Lois Clyde COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Eleanor M. Hart
(Authorized Officer)

Chief, Oil & Gas Section JUN 12 '73
(Title) (Date)

311

In the event assignee should desire to relinquish all or any part of the interest hereby assigned, it agrees to give written notice thereof to assignor at least forty-five (45) days in advance of the next rental due date. Assignor will have fifteen (15) days thereafter to elect whether or not he will require a reassignment of such interest. It is understood, however, there will be no penalty for clerical error, inadvertency, or oversight except for the cash consideration paid for this assignment. Any reassignment as provided herein shall be free from all burdens other than those existing on the date hereof.

3/2

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

For qualifications see U-0142200

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 22nd day of May, 1973

Attest:

PACIFIC TRANSMISSION SUPPLY COMPANY

U B Clemens
Secretary

E H Wimmer
XXXXXXXXXXXXXX
Manager of Mineral Leases

245 Market St., San Francisco, CA. 94105
(Address, include zip code)

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

STATE OF COLORADO }
COUNTY OF DENVER } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 9th day of May, 19 73, personally appeared HAL A. MCVEY

and

, to 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 11-24-73

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

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

4. *Statement of interests* – Assignee must indicate whether or not he is the sole party in interest in the assignment. If 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 [illegible]

243

[illegible] Cheyenne, Wyoming 82001

being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 76-0409, and covering land situate in Sublette County, Counties, described as follows:

Township 32 North, Range 111 West, 6th P.M.

Section 16: All

and containing 640.00 acres more or less, for and in consideration of the sum of Ten and 00/100------- Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto MAURICE W. BROWN, 300 South Greeley Highway of Cheyenne, Wyoming 82001, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 32 North, Range 111 West, 6th P.M.

Section 16: All

and containing 640.00 acres, more or less, reserving, however, unto assignor One-half of one percent (½ of 1%) of 8/8ths overriding royalty

TO HAVE AND TO HOLD unto the said MAURICE W. BROWN, his successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 26th day of August, 1976

WITNESS:

Dorothy S. Straddeck
Assignor-Lessee

By
President

161409

Attest:

(SEAL)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

STATE OF Wyoming)
COUNTY OF Laramie)

RECORDED July 22 1976 11:27 A.M.
IN BOOK 54 R+O PAGE 314
FEES 3.00 Hazel Yoder COUNTY CLERK
SUBLETTE COUNTY CLERK

The foregoing instrument was acknowledged before me by

DOROTHY S. STRADDECK

this 26th day of August, 19 76.

Witness my hand and official seal.

My commission expires:

LOIS L. SIEDOW - Notary Public
County of Laramie
State of Wyoming
My Commission expires August 31, 1979

Lois L. Siedow
Notary Public

me duly sworn, did say that he is the of
and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said 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: October 7, 1976 without binding the State for the/

Assignment recorded in the Office of the Commissioner of Public Lands: September 24, 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 /

10M-8-73

ASSIGNMENT

[redacted] OIXG- 4 9 0 6 2 6 5

STATE OF WYOMING OIL AND GAS LEASE [redacted] File 4 9 0 6 2 6 5

KNOW ALL MEN BY THESE PRESENTS: That I, we, LETHA J. BROWN
300 South Greeley Highway, Cheyenne, Wyoming 82001, assignor,

being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 76-0675,
and covering land situate in Sublette County, Counties, described as follows:

Township 35 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 and 00/100------- Dollars
($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto
MAURICE W. BROWN, 300 South Greeley Highway
of Cheyenne, Wyoming 82001, assignee, all rights, title and interest of assignor in and to said lease
insofar as it covers the following described land:

Same as above

and containing 640.00 acres, more or less, reserving, however, unto assignor None

TO HAVE AND TO HOLD unto the said MAURICE W. BROWN, HIS successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 13th day of January, 1977

WITNESS:

Letha J. Brown
Assignor-Lessee

By
President

Attest:

(SEAL) 161419

Secretary

ACKNOWLEDGEMENT (For use by Individual)

RECORDED July 22 1977 11
IN BOOK 54 Ga PAGE
FEES 3.00 COUNTY
SUBLETTE COUNTY CLERK

STATE OF Wyoming)
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me by

LETHA J. BROWN

this 13th day of January, 1977.

Witness my hand and official seal.

LOIS L. SIEDOW - Notary Public
State of Wyoming
My commission expires August 31, 1979

My commission expires:

Lois L. Siedow
Notary Public

me duly sworn, did say that he is the of
and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said 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: Feb. 3, 1977

Assignment recorded in the Office of the Commissioner of Public Lands:

345

129 West Jefferson Road, Cheyenne, Wyoming 82001, assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 76-0263,
and covering land situate in Sublette County, Counties, described as follows:

Township 29 North, Range 109 West, 6th P.M.

Section 36: All

and containing 640.00 acres more or less, for and in consideration of the sum of Ten and -0/100------- Dollars
($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto
Maurice W. Brown, 300 South Greeley Highway
of Cheyenne, Wyoming 82001, assignee, all rights, title and interest of assignor in and to said lease
insofar as it covers the following described land:

Township 29 North, Range 109 West, 6th P.M.

Section 36: All

and containing 640.00 acres, more or less, reserving, however, unto assignor One-half of one percent
(½ of 1%) of 8/8ths overriding royalty

TO HAVE AND TO HOLD unto the said Maurice W. Brown, his successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 3rd day of May, 1976

WITNESS:

Laurie A. Volz
Assignor-Lessee

By
President

161411

Attest:

(SEAL)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

RECORDED [illegible] M. [illegible]
IN BOOK 54 Misc PAGE 316
FEES 5.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK

STATE OF Wyoming)
)
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me by

Laurie A. Volz

this 3rd day of May, 1976.

Witness my hand and official seal.

My commission expires: GIS S. JOHNSON - Notary Public
County of Laramie — State of Wyoming
My Commission expires August 31, 1979

Notary Public

me duly sworn, did say that he is the of
and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said 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: June 3, 1976 without binding the State for the/

Assignment recorded in the Office of the Commissioner of Public Lands: June 11, 1976

(Fee for recording this form of assignment is $10.00. If other terms are desired incorporated in the assignment a special form should be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

10M--8-73 [redacted] pb [redacted] [redacted]

[redacted] [redacted] [redacted]

01X6-4906267

File 4906267

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, DARWIN L. THOMPSON
129 West Jefferson Road, Cheyenne, Wyoming 82001, assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 76-0410
and covering land situate in Sublette County, Counties, described as follows:

Township 32 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 and 00/100------ Dollars
($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto
MAURICE W. BROWN, 300 South Greeley Highway
of Cheyenne, Wyoming 82001, assignee, all rights, title and interest of assignor in and to said lease
insofar as it covers the following described land:

Township 32 North, Range 111 West, 6th P.M.

Section 36: All

and containing 640.00 acres, more or less, reserving, however, unto assignor One-half of one percent (½ of 1%)
of 8/8ths overriding royalty

TO HAVE AND TO HOLD unto the said MAURICE W. BROWN, his successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 26th day of August, 1976

WITNESS:

R. Darwin L. Thompson
Assignor-Lessee

By
President

161412

Attest:

(SEAL)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

RECORDED July 22 1977 at 8:00 AM
IN BOOK 4 to 54 PAGE 317
FEES 3.00 Jan J. Hale COUNTY CLERK
SUBLETTE COUNTY CLERK
by M. Gustafson

STATE OF Wyoming)
)
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me by
DARWIN L. THOMPSON
this 26th day of August, 1976.

Witness my hand and official seal.

LOIS L. SIEDOW - Notary Public
County of Laramie State of Wyoming
My Commission expires August 31, 1979

My commission expires:

Lois L. Siedow
Notary Public

and that the seal affixed to said instrument is the corporate seal of 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: October 7, 1976 without binding the State for the/

[illegible] being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 76-0817, and covering land situate in Sublette County, Counties, described as follows:

Township 33 North, Range 109 West, 6th P.M.

Section 36: W½, SE¼, W½NE¼, SE¼NE¼

and containing 600.00 acres more or less, for and in consideration of the sum of Ten and 00/100------- Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto MAURICE W. BROWN, 300 South Greeley Highway of Cheyenne, Wyoming 82001, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Same as above

and containing 600.00 acres, more or less, reserving, however, unto assignor None

TO HAVE AND TO HOLD unto the said MAURICE W. BROWN, his successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 15th day of January, 1977

WITNESS:

Russell W. Brown
Assignor-Lessee

By
President

161413

Attest:

(SEAL)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

STATE OF Wyoming)
)
COUNTY OF Laramie)

RECORDED Feb 11 1977 11:22 A.M.
IN BOOK 24 M & O PAGE 318
FEES 3.00 Jan Wyatt COUNTY CLERK
SUBLETTE COUNTY CLERK

The foregoing instrument was acknowledged before me by

RUSSELL W. BROWN

this 13th day of January, 1977.

Witness my hand and official seal.

LOIS L. SIEDOW - Notary Public
State of Wyoming
Laramie
My Commission Expires August 31, 1979

My commission expires:

Lois L. Siedow
Notary Public

me duly sworn, did say that he is the of
and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said 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: Feb. 3, 1977

Assignment recorded in the Office of the Commissioner of Public Lands: Feb. 11, 1977

(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.)

bp

10M--8-73

Form 310[redacted]
(February [redacted]

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

FOR [redacted] ED
OMB [redacted] R1599

Serial No. W-34980

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

CITIES SERVICE COMPANY
P. O. Box 300
Tulsa, Oklahoma 74102

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* Dec. 1, 1973 hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 34 North, Range 115 West
Section 22: NW/4NE/4
Section 25: NW/4NW/4
Section 26: NW/4NE/4, SW/4SW/4, S/2SE/4
Section 27: SW/4SE/4
Section 34: SW/4SE/4
Section 35: SW/4SW/4

360.0 acres, Sublette County, Wyoming

01XG- 4901b205
File 4901b205

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.

THIS FORM REPRODUCED BY CITIES SERVICE OIL COMPANY, BOX 300, TULSA, OKLAHOMA 74102.

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

Executed this 7 day of March, 19 77.

(Assignor's Signature)
DON E. LAWSON

254 North Center
Suite 203
(Assignor's Address)

Casper (City) Wyoming (State) 82601 (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.

161424

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

RECORDED July 25 19 77 2:30 P.M.
IN BOOK 54 Misc PAGE 319
FEES 6.25 Lois D. Duke COUNTY CLERK
SUBLETTE COUNTY CLERK
by M Gochnour

Assignment approved effective MAY 1 1977

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section (Title)

MAY 17 1977 (Date)

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

Reassignment Clause

Assignee shall have the right to release and surrender to the Assignor the oil and gas lease herein described, either in whole or in part, at any time and from time to time. However, if Assignee desires to surrender said lease in whole or in part, Assignee shall, at least ~~thirty~~ (30) days before obligation to pay rent under said lease will arise and in any event ~~thirty~~ (30) days or more prior to the expiration date of said lease, notify Assignor in writing by registered mail of its intention to do so and, upon demand of Assignor, if made in writing within ~~fifteen~~ (15) days of receipt of such notice, Assignee shall reassign to Assignor the interest which Assignee desires to release or surrender. Any such reassignment of this lease or portion thereof shall be free and clear of any overriding royalty, production payment, or other burdens of like nature assigned, reserved, or otherwise created by, through or under Assignee.

Assignor's Initials: 3-7-77

[redacted] [redacted] [redacted]

321

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 7 day of March, 19 77, personally appeared Don E. Lawson

and

, to 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

Eva M. Bouzis
Notary Public

EVA M. BOUZIS - Notary Public
County of Natrona State of Wyoming
My Commission Expires Sept. 24, 1980

My Commission Expires

3222

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

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

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

This form is submitted in lieu of official Form 3106-5 and contains all of the provisions thereof as of the date of filing of this assignment.

Executed this **6th** day of **April**, 19 **77**

CORPORATE QUALIFICATIONS AND EVIDENCE OF AUTHORITY OF ATTORNEY IN FACT ARE FILED IN CORPORATE QUALIFICATION FILE NO. W-56943.

CITIES SERVICE COMPANY

BY: _____
(Assignee's Signature)

***Mark F. Payton, Attorney in Fact**

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

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

RETURN TO
CITIES SERVICE COMPANY
LAND DEPT.
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.

GENERAL INSTRUCTIONS

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

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

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

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

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

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

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

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

PART II

A. *Certification of assignee*

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

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

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

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

[redacted] ASSIGNMENT OF OVER[redacted]G ROYALTY AFFECTING[redacted]

UNITED STATES OIL AND GAS LEASE W-0320841-A

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Addys M. Kiggens, 1819 Terrace Place, Delano, California 93215

....., 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. Kochergen	Box 11006, Fresno, Ca., 93771	1%

Being in all a total of an undivided One per-cent of eight-eighths' (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:

T29N, R114W

Sec. 32: Lots 1,2,3,4, N½S½, N½

161425

RECORDED July 25 19 77 9:3 A.M.
IN BOOK 54, 0+7 PAGE 323
FEES 4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by M Gresham

Containing 662.95 acres, more or less.

WITNESS our hands this 12th day of July, 19 77

Witnesses:

.....

.....

Addys M. Kiggens

.....

STATE OF CALIFORNIA
COUNTY OF Kern } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 12th day of July, 19 77, personally appeared Addys M. Kiggens

and

, to 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

OFFICIAL SEAL
ROBERT L. BOWER
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
KERN COUNTY
MY COMMISSION EXPIRES OCTOBER 27, 1978

Robert L. Bower
Notary Public

323

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness: Assignee:

..... as to John A Korkuna

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

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

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

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

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

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

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

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

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

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-11164-A

DISTRICT LAND OFFICE Wyoming

KNOW ALL MEN BY THESE PRESENTS, That HAL A. MCVEY
626 Midland Savings Building
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
ROBERT M. VEAL	230 Denver Club Bldg. Denver, Colorado 80202	Two

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

TOWNSHIP 33 NORTH, RANGE 115 WEST, 6TH P.M.
Section 23: SE¼
Section 24: S½
Section 25: W½

161439

RECORDED July 25 19 77 10:30 AM
IN BOOK 54 Misc PAGE 329
FEES 3.00 Jane D. Yahn COUNTY CLERK
SUBLETTE COUNTY CLERK
by M Buchanan

Containing 800.00 acres, more or less.

WITNESS our hands this 19th day of January, 19 76

Witnesses:

Hal A. McVey

STATE OF COLORADO
} ss.
COUNTY OF DENVER

On the 19th day of January, 19 76, before me personally appeared Hal A. McVey the signor of the above instrument, who duly acknowledged to me that executed the same.

My commission expires:
My Commission Expires Mar. 29,1977

Notary Public

Residing in Denver, Colorado

325

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-8910

DISTRICT LAND OFFICE Wyoming

KNOW ALL MEN BY THESE PRESENTS, That HAL A. MCVEY
626 Midland Savings Building
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
ROBERT M. VEAL	230 Denver Club Bldg. Denver, Colorado 80202	Two & one half

Being in all a total of an undivided Two and one-half percent of eight/eights
(2½% 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 33 NORTH, RANGE 115 WEST, 6TH P.M.
Section 12: W½E½, W½
Section 13: All
Section 14: SE¼

161440

RECORDED July 25 19 77 at 9:30 AM
IN BOOK 54 of Misc PAGE 326
FEES 3.00 Janis J Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by M Graham

Containing 1,280.00 acres, more or less.

WITNESS our hands this 19th day of January, 19 76
Witnesses:

Hal A. McVey

STATE OF COLORADO
} ss.
COUNTY OF DENVER

On the 19th day of January, 19 76, before me personally appeared Hal A. McVey
the signor of the above instrument, who duly acknowledged to me that he executed the same.

Eileen Fraher
Notary Public

My commission expires:

residing in

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE Wyoming 8910-A

DISTRICT LAND OFFICE Wyoming

KNOW ALL MEN BY THESE PRESENTS, That HAL A. MCVEY
626 Midland Savings Building
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
ROBERT M. VEAL	230 Denver Club Bldg. Denver, Colorado 80202	Two

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

TOWNSHIP 33 NORTH, RANGE 115 WEST, 6th P.M.
Section 23: NE¼
Section 24: N½

161441

RECORDED July 25 19 77 10:30 AM
IN BOOK 274 PAGE 327
FEES 3.00 Doris J. Yelton COUNTY CLERK
SUBLETTE COUNTY CLERK
by Mc Graham

Containing 480.00 acres, more or less.

WITNESS our hands this 19th day of January, 19 76

Witnesses:

Hal A. McVey

STATE OF COLORADO
} ss.
COUNTY OF DENVER

On the 19th day of January, 19 76, before me personally appeared Hal A. McVey the signor of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires:

Notary Public

Residing in Denver, Colorado

327

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-11164

DISTRICT LAND OFFICE Wyoming

KNOW ALL MEN BY THESE PRESENTS, That HAL A. MCVEY
626 Midland Savings Building
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
ROBERT M. VEAL	230 Denver Club Building Denver, Colorado 80202	Two and one half

Being in all a total of an undivided Two and one half percent of eight/eights
(2½% 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 33 NORTH, RANGE 114 WEST, 6TH P.M.
Section 7: Lots 1,2,3,4 (W½W½)

TOWNSHIP 33 NORTH, RANGE 115 WEST, 6TH P.M.
Section 1: S½NW¼, SW¼

161442

RECORDED July 25 1977 10:30 AM
IN BOOK 5 Q 29 PAGE 328
FEES 3.00 Dave J Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by M Gardner

Containing 393.00 acres, more or less.

WITNESS our hands this 19th day of January, 19 76

Witnesses:

Hal A. McVey

STATE OF COLORADO
COUNTY OF DENVER } ss.

On the 19th day of January, 19 76, before me personally appeared Hal A. McVey the signor of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires:

My Commission Expires Mar. 29,1977

Notary Public

Residing in Denver, Colorado

Producers K [redacted] INTER-AMERICAN PET. CORP. [redacted] JUL-577

[redacted] EL BLUE PRINT CO. CASPER, WYOMING

OIL A[redacted]AS LEASE

AGREEMENT, Made and entered into this 27th day of June, 1977

by and between ROBERT O'NEIL and HELEN J. O'NEIL, his wife,
P. O. Box 603, Big Piney, Wyoming 83113

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 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 33 North, Range 113 West
Section 4: Lots 1 (38.83), 2, (38.65) $S\frac{1}{2}NE\frac{1}{4}$

Township 34 North, Range 113 West
Section 17: $SW\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$
Section 18: $SE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, Lots 3 (35.72), 4 (35.86), $E\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$
Section 20: $SW\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$
Section 21: $SE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$
Section 29: $SW\frac{1}{4}SE\frac{1}{4}$
Section 32: $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$
Section 33: $SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$

and containing 1,709.06 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 27th day of June, 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 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 Seven Hundred Nine and 06/100 - - (1,709.06)- - - - - - - 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.

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WY-12682

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.

520 34 9115 (SEAL)

Robert O'Neil (SEAL)

(SEAL)

(SEAL)

Helen J. O'Neil (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 21st day of July, 1977, personally appeared Robert O'Neil and Helen J. O'Neil, 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 County of Sublette State of Wyoming My Commission Expires Nov. 17, 1977

Helen L. O'Brien
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

161444

RECORDED July 25 1977 7:45 A M
IN BOOK 5 M of J PAGE 328
FEES 5.50
SUBLETTE COUNTY CLERK COUNTY CLERK
by M Gardner

When recorded return to

Producers K [redacted] OIL A[redacted]GAS LEASE [redacted] NTZEL BLUE PRINT CO. CASPER, WYOMING

AGREEMENT, Made and entered into this 27th day of June, 19 77
by and between MARY O'NEIL MEEKS, a widow, Big Piney, Wyoming 83113
~~of Montana~~, 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 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 33 North, Range 113 West
Section 4: Lots 1 (38.83), 2 (38.65), $S\frac{1}{2}NE\frac{1}{4}$
Township 34 North, Range 113 West
Section 17: $SW\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$;
Section 18: $SE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, Lots 3 (35.72), 4 (35.86), $E\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$;
Section 20: $SW\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$;
Section 21: $SE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$;
Section 29: $SW\frac{1}{4}SE\frac{1}{4}$;
Section 32: $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$;
~~Section 33: $SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$;~~ and containing 1,709.06 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 27th day of June, 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 State Bank of ~~Madison Valley~~ Big Piney, Bank at ~~Ennis, Montana~~ Big Piney, Wyo 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 Seven Hundred Nine and 06/100 - - - - - - - - - - - - - - - - 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.

6W-1268-1

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.

516 34 3055 .....(SEAL)

.....(SEAL)

.....(SEAL)

.....(SEAL)

Mary O'Neil Meeks (SEAL)

Mary O'Neil Meeks (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 30th day of June, 19 77, personally appeared Mary O'Neil Meeks and ....., to 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 ..... free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires .....

Helen L. O'Brien
Notary Public

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

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

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

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

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

My Commission Expires .....

Notary Public

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

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

.....
Notary Public.

My Commission expires .....

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

By .....
Deputy

161445

RECORDED July 25 19 77 10:59 AM
IN BOOK 121 of Misc PAGE 331
FEES 5.50 Lois J. Gale COUNTY CLERK
SUBLETTE COUNTY CLERK
by M Gretham

When recorded return to

Producers K 88 [redacted] [redacted] TZLL BLUE PRINT CO. CASPER, WYOMING

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 27th day of June, 19 77

by and between MARY O'NEIL MEEKS, a widow, of Big Piney, Wyoming

~~of Ennis, Montana~~

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 ten and more Dollars ($10.00+) cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette State of Wyoming, described as follows, to wit:

Township 34 North, Range 112 West
Section 5: $S\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$;
Section 6: $SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, Lots 5,6,7;
Section 7: $NE\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, Lots 1,2,3,4;
Section 8: $NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$;
Section 18: $E\frac{1}{2}NW\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, Lots 1,2,3,4;
Section 19: Lot 1, $NE\frac{1}{4}NW\frac{1}{4}$;

Township 34 North, Range 113 West
Section 1: $S\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$;
Section 12: $SE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$;
Section 13: $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$;

and containing 2,465.25 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 27th day of June, 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 ~~Ennis, Madison~~ Big Piney Bank at ~~Ennis, Montana~~ Big Piney, Wyo. 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 Four Hundred Sixty-five and 25/100 - ($2465.25) - - - - 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.

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CW-1269-1

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.

516 34 3055 (SEAL) — Mary O'Neil Meeks (SEAL)

(SEAL) — Mary O'Neil Meeks (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 30th day of June, 1977, personally appeared Mary O'Neil Meeks and, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

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

Helen L. O'Brien
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

RECORDED July 26 19 77 9:30 A.M.
IN BOOK 52 Oth PAGE 353
FEES 5.75 Louis D. Lake COUNTY CLERK
SUBLETTE COUNTY CLERK
by M Jackson

161481

When recorded return to

[redacted] [redacted] [redacted]

Producers K 88

KINYZEL BLUE PRINT CO.
CASPER, WYOMING

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 5th day of July, 19 77
by and between CORNELIA M. JEWETT ROBINSON formerly CORNELIA M. JEWETT dealing with her sole and separate property 772 Pontiac Drive, Murray, Utah 84107, 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 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 33 North, Range 113 West
Section 4: Lots 1 (38.83A.), 2 (38.65A.), S½NE¼;
Township 34 North, Range 113 West
Section 17: SW¼NW¼, N½SW¼;
Section 18: SE¼NE¼, W½NE¼, E½NW¼, Lot 3 (35.72A.), 4 (35.86A.), E½SW¼, SW¼SE¼; NE¼SE¼;
Section 20: SW¼NE¼, E½SW¼, SE¼;
Section 21: SE¼NE¼, W½SW¼, NE¼SW¼, NW¼SE¼;
Section 29: SW¼SE¼;
Section 29: SW¼SE¼;
Section 32: NE¼, N½SE¼, SE¼SE¼;
Section 33: SW¼, SW¼SE¼;

and containing 1,709.06 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 July, 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 Wyoming Bank at Box 111, 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 One Thousand Seven Hundred Nine and 06/100 - -($1,709.06) - - - - - - 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 herein and placed in the unit bears to the total acreage in the unit placed in such unit.

7U-126-4

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.

Cornelia M. Jewett Robinson (SEAL)

Cornelia M. Jewett Robinson (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 5th day of July, 19 77, personally appeared Cornelia M. Jewett Robinson and ....., to me known to be the identical person....., described in and who executed the within and foregoing instrument of writing and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

Donna E. Sievers

My Commission Expires 4/22/78

Notary Public

Donna E. Sievers - Notary Public
County Of Sublette
State Of Wyoming
My Commision Expires April 22, 1978

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 Commisaion 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

RECORDED July 26 1977 9:30 AM
IN BOOK 5 of Oil PAGE 335
FEES 5.50 Lois J. Yoke COUNTY CLERK
SUBLETTE COUNTY CLERK
by M Gorham

161482

When recorded return to

.....

[redacted]

Producers K 88

[redacted]

INTER-AMERICAN [redacted] 11-77

RECEIVED

WINTZELL BLUE PRINT CO.
CASPER, WYOMING

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 5th day of July, 1977

by and between EDITH BARP and GEORGE BARP, her husband
of Big Piney, Wyoming 83113

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 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 33 North, Range 113 West
Section 4: Lots 1 (38.83A.), 2 (38.65A.), S½NE¼;
Township 34 North, Range 113 West
Section 17: SW¼NW¼, N½SW¼;
Section 18: SE¼NE¼, W½NE¼, E½NW¼, Lot 3 (35.72A.), 4 (35.86A.), 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;

and containing 1,709.06 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 July, 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 State Bank of Big Piney Bank at Big Piney, Wyoming or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of One Thousand Seven Hundred Nine and 06/100 - -($1,709.06) - - - - - - 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.

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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.

Edith Barp (SEAL)

Edith Barp (SEAL)

George Barp (SEAL)

George Barp (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 26th day of July, 1977, personally appeared Edith Barp and George Barp 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.

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

My Commission Expires

Helen L. O'Brien
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 .....

161453

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 July 26 19 77 9:30 AM
IN BOOK 54 Oth PAGE 337
FEES 5.00 Jack D. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by M Goodhue

When recorded return to

STATE OF WYOMING)

COUNTY OF SUBLETTE)

ASSIGNMENT OF OPERATING RIGHTS

BELCO PETROLEUM CORPORATION and CHANDLER & ASSOCIATES, INC. for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain and convey unto Petro-Search, Inc., 825 Petroleum Club Building, Denver, Colorado 80202 (25%); C. F. Braun & Co., 1000 South Fremont, Alhambra, California 91802 (25%); The Grayrock Corporation, 1407 Main, Dallas, Texas 75202 (25%); Adobe Oil & Gas Corporation, 580 Denver Club Building, Denver, Colorado 80202 (12.50%) and NRM Petroleum Corporation, 900 Building of the Southwest, Midland, Texas 79701 (12.50%) all of the operating rights in and to that certain United States Oil and Gas Lease #W-17208 covering the following described lands:

T-28-N, R-114-W
Sec. 32: Lots 19 and 20

subject to the following reservations:

(1) Belco and Chandler hereby reserve 1/16 of 8/8 overriding royalty interests; said override to be exclusive of any presently existing lease burdens; which override shall be convertible at payout to a 50% working interest. For the purposes of this agreement, the payout is defined as the day when the value 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 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.

(2) This assignment of operating rights covers from the surface of the ground to and including 8,950' with Belco-Chandler reserving all rights below 8,950'.

161522

RECORDED July 28 19 77 12:00 P M
IN BOOK 54 Oil PAGE 339
FEES 5.25
SUBLETTE COUNTY CLERK

339

Belco Petroleum Corporation and Chandler & Associates also convey to the above parties in the same proportions as set forth above 50% of the operating rights in and to that certain United States Oil and Gas Lease #W-17208 insofar as said lease covers the following described lands:

T-28-N, R-114-W
Section 32: Lots 16 & 17 & 18

subject to the following reservation:

This assignment of operating rights covers from the surface of the ground to and including 8,950' with Belco-Chandler reserving all rights below 8,950'.

IT WITNESS WHEREOF this assignment of operating rights is executed this 27th day of February, 1976.

BELCO PETROLEUM CORPORATION

BY _____
D. B. Martin, Attorney-in-Fact

ATTEST:

_____
Hubert L. White, Secretary

CHANDLER & ASSOCIATES, INC.

BY _____

STATE OF TEXAS X

COUNTY OF HARRIS X

The foregoing instrument was acknowledged before me by D. B. MARTIN, Attorney-in-Fact of Belco Petroleum Corporation, on the 27th day of February, 1976.

Witness my hand and official seal.

_____
Notary Public in and for Harris County, Texas

STATE OF COLORADO

COUNTY OF Denver

The foregoing instrument was acknowledged before me by Leslie J. Rodman as Vice President of CHANDLER & ASSOCIATES, INC., on the 1st day of April, 1976

Witness my hand and official seal.

_____
Notary Public in and for Denver County, Colorado

My Commission expires:

[redacted] 26, 197[redacted]

ASSIGNMENT OF LEASE OPERATING RIGHTS

THIS ASSIGNMENT OF LEASE OPERATING RIGHTS, made and entered into as of the 26th day of January, 1976, 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 PETRO-SEARCH, INC., whose address is 825 Petroleum Club Building, Denver, Colorado 80202, C F BRAUN & CO, whose address is 1000 South Fremont, Alhambra, California 91803, THE GRAYROCK CORPORATION, whose address is 1407 Main, Dallas, Texas 75202, ADOBE OIL & GAS CORPORATION, whose address is 580 Denver Club Building, Denver, Colorado 80202, and NRM PETROLEUM CORPORATION, whose address is 900 Building of the Southwest, Midland, Texas 79701, 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 to OPERATOR, and OPERATOR hereby accepts, an undivided one-half (1/2) of the rights and privileges granted by the terms of said oil and gas leases or any extensions or renewals thereof, insofar and only insofar as said leases cover the lands particularly described in said Exhibit A from the surface to a depth that is the stratigraphic equivalent of 8,850 feet, as

161523

RECORDED July 28 1977 12:22 P.M
IN BOOK 54 Orig PAGE 341
FEES 4.75 Jacs J Yake COUNTY CLERK
SUBLETTE COUNTY CLERK

measured in the Petro-Search #1-32 Federal Well, located in the SW¼SE¼ (Lot 19) of Section 32, Township 28 North, Range 114 West, Sublette County, Wyoming. Sometimes hereinafter the title and depth of OPERATOR granted by the terms of this paragraph 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:

Petro-Search, Inc.	.25%
C F Braun & Co	.25%
The Grayrock Corporation.	.25%
Adobe Oil & Gas Corporation.	.12.50%
NRM Petroleum Corporation.	.12.50%

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 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 half interest zone, the retained rights and interests of OWNER and OWNER'S undivided one-half interest complementary to OPERATOR'S half interest zone, operations shall be governed by that certain joint operating agreement, dated effective April 2, 1975, between the parties hereto, for the Fogarty Creek Unit. In the event of conflict between this lease operating agreement

and said joint operating agreement, this lease operating agreement shall prevail.

OWNER shall not be liable at any time for any part of the cost of drilling, testing, completing and initially equipping for production (including the cost of delivery line to a pipeline) the aforesaid Petro-Search #1-32 Federal Well.

4. 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 lawful market price in the locality if OWNER has no posted price, or at the prevailing lawful market price in the locality if said posted price is lower than the prevailing lawful 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.

OWNER shall have for a period of twenty-one (21) years from the date hereof a preferential right to enter into a contract to purchase the gas (casinghead and gas-well gas) produced from or allocated to the lands and leases to be assigned hereunder, except gas used for operating purposes thereon, subject to the following:

If OPERATOR elects to sell said gas production and shall receive a bona fide offer acceptable to OPERATOR to purchase such production, OPERATOR shall promptly furnish OWNER written notice thereof, and OWNER shall have fifteen (15) days after receipt of such notice to elect to enter into a contract to purchase such gas on the same terms and conditions of such offer.

If OWNER shall fail to notify OPERATOR within said fifteen (15) days that it elects to exercise its option to purchase said gas production, then OWNER shall have no right to purchase the gas during the contract term. If OWNER elects not to exercise its said option and for any reason OPERATOR shall not thereafter accept said offer, or if OPERATOR shall accept said offer and the resulting contract expires or is terminated within the period of this reservation, then in either event the foregoing reservation of a preferential right to enter into a contract to purchase the gas shall continue in full force and effect and said right shall apply

with respect to any new offer for such gas within the aforementioned 21-year period, all as more particularly described above.

5. 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.

6. Ad Valorem Taxes. Ad valorem taxes, if any, shall not be apportioned for the year 1975. 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.

7. Notices. All notices required or permitted under this agreement shall be given to OWNER at OWNER'S address first shown above and to OPERATOR in care of C F Braun & Co at its address shown above. For the purpose of this paragraph, the address of any party may be changed by giving written notice to the other parties.

8. 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.

9. 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.

10. 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.

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

EXXON CORPORATION

O. K. as to transaction..JFA

O. K. as to form.....

By _____
Attorney in Fact

-OWNER-

ATTEST:

By _____
N. H. Mance, Ass't Secr.

PETRO-SEARCH, INC.

By _____
James K. Munn, Vice President

C F BRAUN & CO

By _____
ATTORNEY-IN-FACT

THE GRAYROCK CORPORATION

By _____
John S. Nichols, Vice President

ADOBE OIL & GAS CORPORATION

ATTEST:

Assistant Secretary

By _____
Vice President

NRM PETROLEUM CORPORATION

ATTEST:

Assistant Secretary

By _____
D. G. Griffin, Vice President

345

-OPERATOR-

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by L A Dodd, as Attorney in Fact of EXXON CORPORATION, this 12 day of January, 1976.

WITNESS my hand and official seal.

My commission expires:

L Dan Lyons
Notary Public
Residing at Littleton, Colorado
My Commission expires: July 5, 1977

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by James K. Munn, as Vice President of PETRO-SEARCH, INC., this 6th day of February, 1976.

WITNESS my hand and official seal.

My commission expires:
January 17, 1979

Sharon Schmidt
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

The foregoing instrument was acknowledged before me by L P Sacre, as ATTORNEY-IN-FACT of C F BRAUN & CO, this 22nd day of March, 1976.

WITNESS my hand and official seal.

My commission expires:

Karene R Williams
Notary Public

OFFICIAL SEAL
KARENE R. WILLIAMS
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires Jan. 19, 1980

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me by John L Nichols as Vice President of THE GRAYROCK CORPORATION, this 1 day of March, 1976.

WITNESS my hand and official seal.

My commission expires:

Jan Patrick
Notary Public

JAN PATRICK, Notary Public
In and for Dallas County, Texas
My Commission Expires October 13, 1977

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by _____, as Vice President of ADOBE OIL & GAS CORPORATION, this ___ day of _____, 1976.

WITNESS my hand and official seal.

My commission expires:

_____
Notary Public

STATE OF TEXAS)
) ss.
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me by D. G. Griffin, as Vice President of NRM PETROLEUM CORPORATION, this 25th day of February, 1976.

WITNESS my hand and official seal.

Roberta Winnett
Notary Public

My commission expires:
July 1, 1977

EXHIBIT A
TO
ASSIGNMENT OF LEASE OPERATING RIGHTS
DATED JANUARY 26, 1976

1. Federal Oil and Gas Lease Serial No. W-0317227, dated June 1, 1965, insofar as said lease covers the following described land in Sublette County, Wyoming:

Township 28 North, Range 114 West, 6th P. M.
Section 28: W½NW¼, SW¼

containing 240.00 acres, more or less.

2. Federal Oil and Gas Lease Serial No. W-0317227-A, dated June 1, 1965, insofar as said lease covers the following described land in Sublette County, Wyoming:

Township 28 North, Range 114 West, 6th P. M.
Section 33: NW¼, N½SW¼

containing 240.00 acres, more or less.

3. Federal Oil and Gas Lease Serial No. W-0317228, dated June 1, 1965, insofar as said lease covers the following described land in Sublette County, Wyoming:

Township 28 North, Range 114 West, 6th P. M.
Section 28: E½NW¼
Section 32: Lots 11, 12, 13, 14, 15

containing 259.37 acres, more or less.

4. Federal Oil and Gas Lease Serial No. W-0317229, dated June 1, 1965, insofar as said lease covers the following described land in Sublette County, Wyoming:

Township 28 North, Range 114 West, 6th P. M.
Section 29: Lots 1, 2, 9, 10, 11, 12, 19, 20
Section 32: Lots 1 thru 10, incl.

containing 676.33 acres, more or less.

5. Federal Oil and Gas Lease Serial No. W-0320213, dated November 1, 1965, insofar as said lease covers the following described land in Sublette County, Wyoming:

Township 28 North, Range 114 West, 6th P. M.
Section 29: Lots 3, 4, 5, 6, 7, 8, 13, 14, 15

containing 287.84 acres, more or less.

6. Federal Oil and Gas Lease Serial No. W-0322610, dated November 1, 1965, insofar as said lease covers the following described land in Sublette County, Wyoming:

Township 28 North, Range 114 West, 6th P. M.
Section 29: Lots 16, 17, 18

containing 95.28 acres, more or less.

[redacted] ASSIGNMENT O[redacted] AND GAS LEASES [redacted]

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, EAGLE EXPLORATION COMPANY, a Colorado Corporation, P. O. Drawer 520, Casper, Wyoming 82602, hereinafter called ASSIGNOR, for and in consideration of One Dollar ($1.00) the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto APACHE CORPORATION, Suite 2016, 1660 Lincoln Street, Denver, Colorado 80264, hereinafter called ASSIGNEE, all of its right, title and interest, subject to the overriding royalty reservation hereinafter set out, in and to the oil and gas leases situated in Sublette County, Wyoming as described on the attached Exhibit "A", thereto and in the personal property thereon, appurtenant thereto or used or obtained in connection therewith.

The ASSIGNOR herein hereby expressly excepts, reserves and retains title to an undivided six and one-fourth percent (6 1/4% of 8/8ths) of all oil, gas and casinghead gas produced, saved and marketed from the above referred to lands under the provisions of the aforesaid leases, or any extensions or renewals thereof, as an overriding royalty, free and clear of any costs and expenses of the development and operation therefrom.

If any of the leasehold interests herein assigned cover less than the full and undivided mineral interests in the lands covered thereby, then the overriding royalty reserved shall be reduced in the proportion that the interest assigned bears to the full undivided mineral interests in the lands therein.

In the event ASSIGNEE desires to surrender said leases as to all or any part of the acreage covered thereby ASSIGNEE agrees to notify ASSIGNOR at least thirty (30) days in advance of the anniversary date specified in said leases, and ASSIGNOR hereunder shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of said leases as to the portion thereof to be relinquished. Should ASSIGNOR hereunder elect to receive such a reassignment, ASSIGNEE shall deliver same to ASSIGNOR along with pertinent lease and title papers prior to the anniversary date of the leases. 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. Notwithstanding, however, ASSIGNEE, shall never be liable for failure to comply to the terms of this paragraph due to oversight, inadvertence or clerical error.

And for the same consideration, the ASSIGNOR covenants with the ASSIGNEE, its heirs, successors or assigns: That the ASSIGNOR is the lawful owner of and has good title to the interest in the said leases, estates, rights and property, free and clear from all liens, encumbrances or adverse claims; that said leases are valid and subsisting leases on the lands above referred to, 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 hereby surrenders and releases all rights of dower and homestead in the premises above referred to. Notwithstanding, however, this assignment is made without warranty of any nature or kind whatsoever, either express or implied.

EXECUTED this 8th day of July, 1977.

ATTEST:

161531

Debera A. Kennedy
Assistant Secretary

EAGLE EXPLORATION COMPANY, a Colorado Corporation

By: William J. Hollander
William J. Hollander, President

RECORDED July 22, 1977 9:22 A.M.
IN BOOK 24 Misc. PAGE 347
FEES 4.00 Sub. Yoke COUNTY CLERK
SUBLETTE COUNTY CLERK
by [illegible]

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

On this 8th day of July, 1977, before me personally appeared William J. Hollander, to me personally known, who, being by me duly sworn, did say that he is the President of Eagle Exploration Company, a Colorado 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 William J. Hollander acknowledged said instrument to be the free act and deed of said corporation.

[illegible] Natrona [illegible]
My Commission Expires Oct. 23, 1979

My Commission Expires:

[illegible]
Notary Public

EXHIBIT "A"

Lessor: John Schneider and Erika L. Schneider, husband and wife
Lessee: Eagle Exploration Company
Date: July 9, 1974
Recorded: Book 50, Page 697
Description: Township 29 North, Range 114 West, 6th P.M.
Section 2: W½SW¼
Section 3: N½SE¼
Containing 160.00 acres more or less

Lessor: Cross Lazy Two Land and Livestock Co., Inc., a Wyoming Corporation; Robert V. Thompson and Bette M. Thompson, husband and wife
Lessee: Eagle Exploration Company
Date: September 6, 1974
Recorded: Book 51, Page 78
Description: Township 29 North, Range 114 West, 6th P.M.
Section 11: SE¼NE¼
Section 12: NE¼, N½SE¼, S½NW¼, NE¼SW¼
Containing 400.00 acres more or less

ASSIGNMENT OF OIL AND GAS LEASES

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, HUSKY OIL COMPANY, 600 South Cherry Street, Denver, Colorado 80222, as Assignor, does hereby give, grant, assign, transfer and convey an undivided forty percent (40%) of its right, title and interest to PAN EASTERN EXPLORATION COMPANY, 2777 Allen Parkway, P.O. Box 1330, Houston, Texas 77001, as Assignee, in and to the oil and gas leases set forth in the lease schedule attached hereto as Exhibit "A", and by this reference incorporated herein, insofar, but only insofar, as the specifically described lands are set forth in the said lease schedule.

This Assignment is made and accepted without covenants of warranty whatsoever.

The terms and provisions hereof shall be binding upon and inure to the benefit of the heirs, administrators, successors and assigns of the parties named herein.

IN WITNESS WHEREOF, this instrument is executed this 25th day of May, 1977.

ATTEST

HUSKY OIL COMPANY

Assistant Secretary

By: _____
Vice President

APPROVED AS TO FORM

RETURN TO:
PAN EASTERN EXPLORATION COMPANY
POST OFFICE BOX 1330
HOUSTON, TEXAS 77001

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by J. G. McKenzie, Vice President, and Karl F. Anuta, Assistant Secretary for Husky Oil Company, this 25th day of May, 1977.

Witness my hand and official seal.

My commission expires:
September 9, 1980

Patricia D. Webb
Notary Public

161577

RECORDED ... 19 ... M.
IN BOOK ... PAGE ...
FEES ... COUNTY CLERK
SUBLETTE COUNTY CLERK

351

RETURN TO:
PAN EASTERN EXPLORATION COMPANY
POST OFFICE BOX 1330
HOUSTON, TEXAS 77001

EXHIBIT "A"
Sublette County, Wyoming

Husky No.	Date of Lease	Term	Lessor	Description	Recorded Book	Page
H-72686	10-2-72	10 years	Paul Zembo, Jr. and John Zembo	T. 31 N., R. 106 W., 6th P.M. Sec. 19: $SE\frac{1}{4}SE\frac{1}{4}$ Sec. 29: $W\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$ Sec. 30: $NE\frac{1}{4}NE\frac{1}{4}$ Sec. 32: $NE\frac{1}{4}NW\frac{1}{4}$, $NW\frac{1}{4}NE\frac{1}{4}$ Containing 480 acres more or less	48 O&G	521
7-11-49-35-150-00						
H-72687	10-2-72	10 years	Otto F. Jensen and Florence L. Jensen	T. 30 N., R. 106 W., 6th P.M. Sec. 5: Lot 1, $SE\frac{1}{4}NE\frac{1}{4}$ T. 31 N., R. 106 W., 6th P.M. Sec. 18: Lot 4, $SE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$ Sec. 19: Lots 1, 2, 3, 4, $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$ Sec. 30: Lot 1, $NE\frac{1}{4}NW\frac{1}{4}$ Sec. 32: $E\frac{1}{2}E\frac{1}{2}$ Sec. 33: $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$ T. 31 N., R. 107 W., 6th P.M. Sec. 13: $SE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$ Sec. 24: $N\frac{1}{2}NE\frac{1}{4}$ Containing 1,733.63 acres more or less	48 O&G	517
7-11-49-35-151-00						
H-72688	10-2-72	10 years	Gary G. Jensen and Roxanna M. Jensen	T. 31 N., R. 106 W., 6th P.M. Sec. 22: $W\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$ Sec. 27: $SW\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$ Containing 280 acres more or less	48 O&G	519
7-11-49-35-152-00						
H-72698	9-29-72	10 years	Frank Mayo and Helen Mayo	T. 30 N., R. 106 W., 6th P.M. Sec. 9: $W\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$ Containing 280 acres more or less	48 O&G	547
7-11-49-35-153-00						

852

RETURN TO:
PAN EASTERN EXPLORATION COMPANY

Exhibit "A"
Page Two

Husky No.	Date of Lease	Term	Lessor	Description	Recorded Book	Page
H-72699	10-5-72	10 years	William M. Edwards and Pauline M. Edwards	T. 30 N., R. 105 W., 6th P.M. Sec. [redacted] $SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$ Sec. [redacted] $E\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$ Sec. [redacted] $W\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, $NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$ Containing 800 acres more or less	48 O&G	549
H-72715	9-29-72	10 years	Little Sandy Grazing Association	T. 28 N., R. 104 W., 6th P.M. Sec. 4: Lot 4, $W\frac{1}{2}SW\frac{1}{4}$ Sec. 5: Lots 1, 2, 3, $N\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$ Sec. 20: $N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$ Sec. 21: $SW\frac{1}{4}SW\frac{1}{4}$ Sec. 25: $SE\frac{1}{4}NW\frac{1}{4}$ Sec. 33: $W\frac{1}{2}W\frac{1}{2}$ T. 29 N., R. 104 W., 6th P.M. Sec. 8: $NE\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$ Sec. 9: $NW\frac{1}{4}NW\frac{1}{4}$ Sec. 17: $W\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$ Sec. 20: $NE\frac{1}{4}NE\frac{1}{4}$, Sec. 21: $N\frac{1}{2}NW\frac{1}{4}$ Sec. 27: $SW\frac{1}{4}SW\frac{1}{4}$ Sec. 28: $S\frac{1}{2}SE\frac{1}{4}$ Sec. 30: $W\frac{1}{2}E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$ Sec. 31: $E\frac{1}{2}NE\frac{1}{4}$ Sec. 32: $W\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$ Sec. 33: $E\frac{1}{2}W\frac{1}{2}$, $W\frac{1}{2}E\frac{1}{2}$, $NE\frac{1}{4}NE\frac{1}{4}$ Sec. 34: $W\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$ Containing 2645.90 acres more or less	48 O&G	561

[redacted]-49-35-154-00

[redacted]-11-49-35-155-00

253

RETURN TO:
PAN EASTERN EXPLORATION COMPANY
POST OFFICE BOX [redacted]
[redacted]

Husky No.	Date of Lease	Term	Lessor	Description	Recorded Book	Page
H-72716	10-2-72	10 years	Magagna Bros., Inc.	T. 28 N., R. 104 W., 6th P.M. Sec. 3: $W\frac{1}{2}SW\frac{1}{4}$ Sec. 9: $E\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$ Sec. 10: $W\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$ Containing 320 acres more or less	48 O&G	567
7-11-49-35-156-00						
H-72723	10-31-72	10 years	Brandt M. Jensen and Josephine Jensen	T. 30 N., R. 105 W., 6th P.M. Sec. 7: Lots 3, 4, $E\frac{1}{2}SW\frac{1}{4}$ T. 31 N., R. 105 W., 6th P.M. Sec. 20: $S\frac{1}{2}SE\frac{1}{4}$ Sec. 21: $SW\frac{1}{4}SW\frac{1}{4}$ Sec. 28: $S\frac{1}{2}N\frac{1}{2}$ Sec. 29: $W\frac{1}{2}E\frac{1}{2}$, $SE\frac{1}{4}NE\frac{1}{4}$ Sec. 31: $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$ Sec. 32: $NW\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$ Containing 991.26 acres more or less	48 O&G	576
7-11-49-35-157-00						
854						
H-73260	9-28-72	10 years	Noall Z. Tanner and Helen A. Tanner	T. 30 N., R. 106 W., 6th P.M. Sec. 4: Lot 4, $SW\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$ T. 31 N., R. 105 W., 6th P.M. Sec. 19: Lot 4, $SE\frac{1}{4}SW\frac{1}{4}$ Sec. 30: Lots 1, 2, 3, 4, $NE\frac{1}{4}NW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$ Sec. 31: Lot 1, W. 1180 feet of $NE\frac{1}{4}NW\frac{1}{4}$ T. 31 N., R. 106 W., 6th P.M. Sec. 22: $W\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$ Sec. 23: $E\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$ Sec. 25: $E\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$ Sec. 26: $W\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$ Sec. 27: $NW\frac{1}{4}NE\frac{1}{4}$ Containing 1,289.33 acres more or less	49 O&G	217
7-11-49-35-170-00						

RETURN TO:
PAN EASTERN EXPLORATION COMPANY
POST OFFICE [illegible]

Exhibit "A"
Page Four

Husky No.	Date of Lease	Term	Lessor	Description	Recorded Book	Recorded Page
[redacted]3286	3-7-73	10 years	T. S. Taliaferro, III and Myra Taliaferro; Edward L. Taliaferro and Elva A. Taliaferro	T. 29 N., R. 105 W., 6th P. M. Sec. 5: That part of Lots 2, 3, $SW\frac{1}{4}NE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$ lying West of center thread of Big Sandy Creek Sec. 18: That part of $E\frac{1}{2}E\frac{1}{2}$ lying West of center thread of Big Sandy Creek T. 30 N., R. 105 W., 6th P. M. Sec. 32: That part of $SW\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$ lying West of center thread of Big Sandy Creek Containing 225.68 acres more or less	49 O&G	229

9-11-99-35-172-00

355

RETURN TO:
PAN EA. TEEN EXPLORATION COMPANY

ASSIGNMENT OF OPERATING RIGHTS ON WYOMING

STATE OIL AND GAS LEASES

This Assignment of Operating Rights, made and entered into this the 1st day of July, 1977, by and between:

BRINKERHOFF DRILLING COMPANY, INC.
600 Denver Club Building
Denver, Colorado 80202

hereinafter referred to as "ASSIGNOR", and

Zach K. Brinkerhoff, Jr. - 51.6667%

Zach K. Brinkerhoff, Jr. Trust - 12%
601 Denver Club Building
Denver, Colorado 80202

M. H. Brinkerhoff - 13.5%
601 Denver Club Building
Denver, Colorado 80202

G. E. Stevens - 6%
600 Denver Club Building
Denver, Colorado 80202

RWB Oil Corporation - 13.5%
601 Denver Club Building
Denver, Colorado 80202

Brinkerhoff Enterprises, Ltd. - 3.3333%
(a Partnership)
601 Denver Club Building
Denver, Colorado 80202

hereinafter referred to as "ASSIGNEE(S)",

WITNESSETH:

WHEREAS, ASSIGNOR is holder of Operating Rights in the following Oil and Gas Lease executed by Board of Land Commissioners, as Lessor, and covering certain lands situated in

to-wit:

Lease: Lease for Oil and Gas, executed by Board of Land Commissioners, in favor of Charline I. Frew, effective November 2, 1966, bearing Serial No. 66-16665, insofar as it covers the following lands, to-wit:

Township 33 North, Range 114 West, 6th P.M.
Section 27: $S\frac{1}{2}S\frac{1}{2}$, $NW\frac{1}{4}SW\frac{1}{4}$
Section 34: $N\frac{1}{2}N\frac{1}{2}$, $SW\frac{1}{4}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$
Containing 440.00 acres, more or less
Sublette County, Wyoming

Lease: Lease for Oil and Gas, executed by Board of Land Commissioners, in favor of Nola Grace Ptasynski, effective September 2, 1968, bearing Serial No. 68-38592, insofar as it covers the following lands, to-wit:

Township 33 North, Range 114 West, 6th P.M.
Section 33: $S\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$
Containing 200.00 acres, more or less
Sublette County, Wyoming

NOW, therefore, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration to ASSIGNOR in

161588

RECORDED August 2 19 77 7:35 A.M
IN BOOK 174 Misc PAGE 356
FEES 5.00 Jean L Clarke COUNTY CLERK
SUBLETTE COUNTY CLERK
by [illegible]

W-343

hand paid by ASSIGNEE(S), the full receipt and sufficiency of which is hereby acknowledged and confessed, it is understood and agreed by and between the parties hereto as follows:

I.

ASSIGNOR does hereby give, grant, convey and assign unto ASSIGNEE(S), in the percentages shown above for each, all of its interest in and to those leases and lands specifically described above as to all rights and privileges pertaining to the right to drill and operate in and on the above described lands for the discovery and production of oil and gas, or either of them, in all zones and formations down to and including, but not below 6,050 feet from the surface of the earth and its stratigraphic equivalent, together with the right to take and appropriate, for ASSIGNEE(S)' own use and benefit, all oil and gas lying in zones or formations down to and including, but not below 6,050 feet from the surface of the earth and its stratigraphic equivalent, subject to the terms and provisions of this agreement and of the above described Oil and Gas Leases for and during the term of said Oil and Gas Leases and any and all renewals and extensions thereof and for the full terms of any exchange or other lease obtained pursuant thereto and any and all extensions and renewals thereof.

II.

This Assignment is made subject to the terms and conditions of all prior agreements and assignments pertaining to the hereindescribed lands.

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

ATTEST:

E. R. Firmine, Assistant Secretary

BRINKERHOFF DRILLING COMPANY, INC.

By: W. C. Burns, Vice President

ACKNOWLEDGMENT

STATE OF: COLORADO)
) SS.
COUNTY OF: DENVER)

On July 1, 1977, before me personally came the above named W. C. Burns (who being by me duly sworn, did say that he is the Vice President of Brinkerhoff Drilling Company, 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: Sept. 7, 1977

Jeannette B. Nelson
Notary Public
Residing at: Denver, Colorado

ASSIGNMENT OF OPERATING RIGHTS ON UNITED STATES

OIL AND GAS LEASE

This Assignment of Operating Rights, made and entered into this the 1st day of July, 1977, by and between:

BRINKERHOFF DRILLING COMPANY, INC.
600 Denver Club Building
Denver, Colorado 80202

hereinafter referred to as "ASSIGNOR", and

Zach K. Brinkerhoff, Jr. - 51.6667%

Zach K. Brinkerhoff, Jr. Trust - 12%
601 Denver Club Building
Denver, Colorado 80202

M. H. Brinkerhoff - 13.5%
601 Denver Club Building
Denver, Colorado 80202

G. E. Stevens - 6%
600 Denver Club Building
Denver, Colorado 80202

RWB Oil Corporation - 13.5%
601 Denver Club Building
Denver, Colorado 80202

Brinkerhoff Enterprises, Ltd. - 3.3333%
(a Partnership)
601 Denver Club Building
Denver, Colorado 80202

hereinafter referred to as "ASSIGNEE(S)",

WITNESSETH:

WHEREAS, ASSIGNOR is holder of Operating Rights in the following Oil and Gas Lease executed by the United States of America, as Lessor, and covering certain lands situated in Sublette County, Wyoming to-wit:

Lease:

United States Oil and Gas Lease Wyoming 19958,
insofar as the same covers the following described land:

Township 32 North, Range 114 West, 6th P.M.
Section 7: Lots 3, 4, 5, 6, 7, SE¼NW¼

Containing 159.93 acres, more or less

NOW, therefore, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration to ASSIGNOR in

161589

RECORDED August 2 1977 9:30 A.M.
IN BOOK 54 Misc PAGE 358
FEES $5.00 Zoe J. Lake COUNTY CLERK
SUBLETTE COUNTY CLERK

hand paid by ASSIGNEE(S), the full receipt and sufficiency of which is hereby acknowledged and confessed, it is understood and agreed by and between the parties hereto as follows:

I.

ASSIGNOR does hereby give, grant, convey and assign unto ASSIGNEE(S), in the percentages shown above for each, all of its interest in and to those leases and lands specifically described above as to all rights and privileges pertaining to the right to drill and operate in and on the above described lands for the discovery and production of oil and gas, or either of them, in all zones and formations down to and including, but not below 6,050 feet from the surface of the earth and its stratigraphic equivalent, together with the right to take and appropriate, for ASSIGNEE(S)' own use and benefit, all oil and gas lying in zones or formations down to and including, but not below 6,050 feet from the surface of the earth and its stratigraphic equivalent, subject to the terms and provisions of this agreement and of the above described Oil and Gas Lease for and during the term of said Oil and Gas Lease and any and all renewals and extensions thereof and for the full terms of any exchange or other lease obtained pursuant thereto and any and all extensions and renewals thereof.

II.

This Assignment is made subject to the terms and conditions of all prior agreements and assignments pertaining to the hereindescribed lands.

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

ATTEST:

E. R. Firmine, Assistant Secretary

BRINKERHOFF DRILLING COMPANY, INC.

By: W. C. Burns, Vice President

ACKNOWLEDGMENT

STATE OF: COLORADO)
) SS.
COUNTY OF: DENVER)

On July 1, 1977, before me personally came the above named W. C. Burns (who being by me duly sworn, did say that he is the Vice President of Brinkerhoff Drilling Company, 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: Sept. 7, 1977

Jeannette L. Hesson
Notary Public
Residing at: Denver, Colorado

ASSIGNMENT OF OPERATING RIGHTS ON UNITED STATES

OIL AND GAS LEASES

This Assignment of Operating Rights, made and entered into this the 1st day of July, 1977, by and between:

BRINKERHOFF DRILLING COMPANY, INC.
600 Denver Club Building
Denver, Colorado 80202

hereinafter referred to as "ASSIGNOR", and

Zach K. Brinkerhoff, Jr. - 51.6667%

Zach K. Brinkerhoff, Jr. Trust - 12%
601 Denver Club Building
Denver, Colorado 80202

M. H. Brinkerhoff - 13.5%
601 Denver Club Building
Denver, Colorado 80202

G. E. Stevens - 6%
600 Denver Club Building
Denver, Colorado 80202

RWB Oil Corporation - 13.5%
601 Denver Club Building
Denver, Colorado 80202

Brinkerhoff Enterprises, Ltd. - 3.3333%
(a Partnership)
601 Denver Club Building
Denver, Colorado 80202

hereinafter referred to as "ASSIGNEE(S)",

WITNESSETH:

WHEREAS, ASSIGNOR is holder of Operating Rights in the following Oil and Gas Lease executed by the United States of America, as Lessor, and covering certain lands situated in

to-wit:

Lease: SEE ATTACHED "EXHIBIT "A" FOR LEASE SCHEDULE

NOW, therefore, for and in consideration of the sum of Ten and No/100 ($10.) Dollars, and other good and valuable consideration to ASSIGNOR in

161590

Recorded August 2 1977 at 9 A.M.
in Book 54 Misc. Page 360
Fee $6.75 Jack D. Yake COUNTY CLERK
DUBLETTE COUNTY CLERK
by Deputy

hand paid by ASSIGNEE(S), the full receipt and sufficiency of which is hereby acknowledged and confessed, it is understood and agreed by and between the parties hereto as follows:

I.

ASSIGNOR does hereby give, grant, convey and assign unto ASSIGNEE(S), in the percentages shown above for each, all of its interest in and to those leases and lands specifically described above as to all rights and privileges pertaining to the right to drill and operate in and on the above described lands for the discovery and production of oil and gas, or either of them, in all zones and formations down to and including, but not below 6,000 feet from the surface of the earth and its stratigraphic equivalent, together with the right to take and appropriate, for ASSIGNEE(S)' own use and benefit, all oil and gas lying in zones or formations down to and including, but not below 6,000 feet from the surface of the earth and its stratigraphic equivalent, subject to the terms and provisions of this agreement and of the above described Oil and Gas Leases for and during the term of said Oil and Gas Leases and any and all renewals and extensions thereof and for the full terms of any exchange or other lease obtained pursuant thereto and any and all extensions and renewals thereof.

II.

This Assignment is made subject to the terms and conditions of all prior agreements and assignments pertaining to the hereindescribed lands.

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

ATTEST:

E. R. Firmine, Assistant Secretary

BRINKERHOFF DRILLING COMPANY, INC.

By: W. C. Burns, Vice President

ACKNOWLEDGMENT

STATE OF: COLORADO)
) SS.
COUNTY OF: DENVER)

On July 1, 1977, before me personally came the above named W. C. Burns (who being by me duly sworn, did say that he is the Vice President of Brinkerhoff Drilling Company, 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: Sept. 7, 1977

Jeannette B. Nelson
Notary Public
Residing at: Denver, Colorado

13-77-B
REVISED 8-1-52

LEASE SCHEDULE

TATLOCK'S

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

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	ACRES	RECORDED BOOK	RECORDED PAGE
W-344	USA W-30485	Chandler & Associates, Inc., et al	9-01-71	Township 33 North, Range 114 West, 6th P.M. Section 33: N½N½, S½NW¼	240.00		
W-347	USA W-3344-C	Chandler & Associates, Inc., et al	1-01-67	Township 33 North, Range 114 West, 6th P.M. Section 22: NE¼NE¼, S½NE¼, SE¼	280.00		
W-348	USA W-31575	Chandler & Associates, Inc., et al	2-01-72	Township 33 North, Range 114 West, 6th P.M. Section 33: NW¼SW¼, S½S½ - Acreage "A" Township 33 North, Range 114 West, 6th P.M. Section 34: SW¼SW¼ - Acreage "B"	240.00		
W-349	USA W-7417-B	Chandler & Associates, Inc., et al	9-01-67	Township 33 North, Range 114 West, 6th P.M. Section 28: NE¼, S½NW¼, N½SE¼, SW¼SE¼	360.00		
W-350	USA W-33109	Chandler & Associates, Inc., et al	12-01-73	Township 33 North, Range 114 West, 6th P.M. Section 21: SW¼	160.00		
W-356	USA W-56766	Chandler & Associates, Inc., et al	1-01-67	Township 33 North, Range 114 West, 6th P.M. Section 23: All	640.00		

Tatlook [redacted]
1614 COURT PLACE
DENVER COLO. 80202
PHONE 266-1661

[redacted] FORM 153

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned R. G. Boekel
475 17th Street - Suite 910
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
R. G. B. Company
475 17th Street - Suite 910
of Denver, Colorado 80202,
(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 and one-quarter percent of eight-eights (1¼% 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 Lease: W-45879

161610

Township 29 North, Range 115W, 6th P.M.
Section 7: Lots 1,2,3,4, E½, E½W½
Section 8: All
Section 17: W½
Section 18: Lots 1,2,3,4, E½, E½W½

Containing 2087.04 acres, more or less
Sublette County, Wyoming

RECORDED [illegible] 19[illegible] [illegible]M
IN BOOK [illegible] PAGE 363
FEES [illegible] 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.

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 12th day of July, 19 77.

R. G. Boekel

STATE OF COLORADO)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 12th day of July, 19 77, by R. G. Boekel
Witness my hand and notarial seal.
My commission expires 4-19-78

Notary Public

363

Tatlook's, Inc.
1614 COURT PLACE
DENVER COLO. 80202
PHONE 266-1881

FORM 153

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned R. G. Boekel
475 17th Street, Suite 910
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
R. G. B. Company
475 17th Street, Suite 910
of Denver, Colorado 80202,
(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 and one-quarter percent of eight-eights (1¼% 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 Lease: W-45880

16,611

Township 29North, Range 115 West, 6th P.M.
Section 5: All
Section 6: Lots 1,2,3,4, N½NE¼, E½W½, E½SE¼

Township 30 North, Range 115 West, 6th P.M.
Section 30: Lots 1,2,3,4, E½, E½W½
Section 31: Lots 1,2,3,4, E½, E½W½

Containing 2167.92 acres, more or less
Sublette County, Wyoming

RECORDED [illegible] 19[illegible] M
IN BOOK [illegible] PAGE [illegible]
FEES [illegible] 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.

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 12th day of July, 1977.

R. G. Boekel

R. G. Boekel

STATE OF COLORADO)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 12th day of July, 19 77, by R. G. Boekel
Witness my hand and notarial seal.
My commission expires 4-19-78

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 consideration, receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto:

PAUL MESSINGER & CO.,
a Partnership
And
MARLIS E. SMITH TRUST
Dated May 20, 1977
Both of Denver, Colorado

hereinafter called Assignee, an overriding royalty interest of an undivided two percent (2%) to Paul Messinger & Co., and an undivided one percent (1%) to Marlis E. Smith Trust, being a total of 3% of all oil, gas and casinghead gas produced, saved and marketed from the following described oil and gas lease or any extensions or renewals thereof, to-wit:

D-6582 Oil and Gas Lease effective July 1, 1976, from The United States of America, as Lessor, to A. Lansdale, as Lessee, bearing serial number W-52387 INSOFAR and only insofar as said lease covers and affects the following described lands in Sublette County, Wyoming:

Township 34 North, Range 11¼ West 6th P.M.	
Section 4:	Lots 1, 2, 3, 4, S/2N/2, S/2
Section 5:	Lots 1, 2, S/2NE/4, SE/4
Section 16:	All
Section 21:	E/2
Section 28:	E/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 operations 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 30th day of June, 1977.

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 acknowledged before me this 30th day of June, 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

Joan L. Pittman
Notary Public

RECORDED August 1 19 [illegible] AM
IN BOOK 2-C PAGE 363
FEES 2.25 COUNTY CLERK
SUBLETTE COUNTY CLERK

161631

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

KNOW ALL MEN BY THESE PRESENTS: That, the undersigned, BARBARA 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:

PAUL MESSINGER & CO.,
a Partnership
And
MARLIS E. SMITH TRUST
Dated May 20, 1977
Both of Denver, Colorado

hereinafter called Assignee, an overriding royalty interest of an undivided two percent (2%) to Paul Messinger & Co., and an undivided one percent (1%) to Marlis E. Smith Trust, being a total of 3% of all oil, gas and casinghead gas produced, saved and marketed from the following described oil and gas lease or any extensions or renewals thereof, to-wit:

D-6022 Oil and Gas Lease effective November 1, 1975, from The United States of America, as Lessor, to Edward Poitevent, as Lessee, bearing serial number W-52391 INSOFAR and only insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 34 North, Range 114 West 6th P.M.
Section 21: S/2NW/4, SW/4
Section 28: S/2NW/4, SW/4
Section 29: W/2

D-6023 Oil and Gas Lease effective November 1, 1975, from The United States of America, as Lessor, to Edward Poitevent, as Lessee, bearing serial number W-52392 INSOFAR and only insofar as said lease covers and affects the following described land in Sublette County, Wyoming:

Township 34 North, Range 114 West 6th P.M.
Section 32: N/2SE/4

Said overriding royalty interest herein assigned to Assignee shall be free and clear of any and all cost and expense of the development and operations 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 30th day of June, 1977.

Barbara Davis

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

161632

The foregoing instrument acknowledged before me this 30th day of June, 1977, by Barbara Davis.

Witness my hand and official seal.

Notary Public

My Commission Expires:
April 8, 1978

RECORDED ... 19 ... AM
IN BOOK ... PAGE 366
... COUNTY CLERK
SUBLETTE COUNTY CLERK.

[redacted] [redacted] [redacted]

23789

WAIVER BY MINERAL LESSEE OF RIGHT TO USE SURFACE

KNOW ALL MEN BY THESE PRESENTS, THAT:

Gulf Oil Corporation, acting through GULF ENERGY AND MINERALS COMPANY - U.S., a division of GULF OIL CORPORATION, 324 North Robinson, Oklahoma City, Oklahoma 73102, for Ten Dollars ($10.00) and other valuable considerations in hand paid by Mr. and Mrs. George Robbins, receipt of which is hereby acknowledged, does hereby waive, release and relinquish its right to enter upon and use the surface of the following described land situated in Sublette County, Wyoming, to wit:

> A tract of land located in part of the E½ of the SE¼ of Section 32 and part of the W½ of the SW¼ of Section 33, T.31N., R.109W. of the 6th P.M., Sublette County, Wyoming, and more particularly described as follows:
>
> Lots 4, 5, and 6 of Sec. 32, T.31N., R.109W., and that portion of Lot 2, Sec. 33, T.31N., R.109W. which lies south of a line bearing S.85°45'34"E. from the West Quarter Corner of said Section 33.

Under and pursuant to the terms of that certain Oil and Gas Lease dated March 8, 1974, between Robert E. Olson and wife Ena Olson, lessors and Gulf Oil Corporation, lessee, recorded in Book 50, Page 516, in the Register's office for Sublette County, Wyoming.

EXECUTED this 1st day of July, 1977.

GULF OIL CORPORATION

By _____
Attorney in Fact

APPROVED AS TO FORM

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 1st day of July, 1977, by _____, Attorney-in-Fact for Gulf Oil Corporation.

Witness my hand and official seal.

STAN A. CADWELL - NOTARY PUBLIC
County of Natrona — State of Wyoming
My Commission Expires May 16, 1981

My Commission Expires _____

_____
Notary Public

_____
Notary Public

My Commission expires _____

161760

RECORDED August 2 19 77 2:35 P M
IN BOOK 37 PAGE 362
FEES 3.00
SUBLETTE COUNTY CLERK — COUNTY CLERK

367

368

Form 3120–7
(February 1968)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OIL AND GAS LEASE
(COMPETITIVE PUBLIC DOMAIN LANDS)

Land Office and Serial Number

W 54914

THIS IDENTURE OF LEASE, entered into, as of JUN 1 1976, by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, hereinafter called the lessor, and

Rainbow Resources, Inc.
#10 Lakeside Lane
4704 Harlan Street
Denver, CO 80212

hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the Act of February 25, 1920, (41 Stat. 437), as amended, (30 U.S.C. Sec. 181 *et seq.*) hereinafter referred to as the Act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof.

WITNESSETH:

Sec. 1. *Rights of lessee.* That the lessor, in consideration or rents and royalties to be paid, and the conditions and covenants to be observed as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in or under the following-described tracts of land situated in the **Big Piney - LaBarge** field:

T. 27 N., R. 112 W., 6th Prin. Mer., WY
Section 23: W½

161715

RECORDED August 5 19 72 at 3:30 A.M.
IN BOOK 52 Oil & Gas PAGE 368
FEES 7.50 Lou J. Clarke COUNTY CLERK
SUBLETTE COUNTY CLERK
by Myrtle Lamm

containing **320.00** acres, more or less, 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 five (5) 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 inconsistencies with the terms of this lease occur.

Sec. 2. In consideration of the foregoing, the lessee agrees:

(a) *Bonds* (1) To maintain any bond furnished by the lessee as a condition for the issuance of this lease.

(2) 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, or unless a bond has been filed under 43 CFR 3126.1 applicable to this lease.

(b) *Cooperative or unit plan.* Within thirty (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 thirty (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.

(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) *Rental[redacted]yalties.* (1) To pay rentals and royalties in amount or value of production removed or sold from the leased lands as set forth in the rental and royalty schedule attached to and made a part hereof.

(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 month next following the 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 month next following the 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 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 Land 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 thirty (30) days after the effective date hereof any contract, or evidence of other arrangement for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land: *Provided, That* nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

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

(h) *Well records.* To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, [redacted]an acceptable record of all subsur[redacted]estigations 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 practices as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was predicated before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost: *Provided, That* the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

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

(l) *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 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 litiagtion 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 ninety (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. 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 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 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.

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

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

Sec. 3. The lessor reserves:

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

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

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

(d) *Helium.* The ownership of helium and the right to extract or have extracted from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If the lessor elects to take the helium, the lessee shall deliver all or any portion of gas containing the same to the lessor, in the manner required by the lessor, at any 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 Sec. 36 of the Act, to take royalties in amount or in value of production.

(f) *Casing.* All rights pursuant to Sec. 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 and 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 ninety (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 such property where so directed by the lessor.

Sec. 7. *Proceedings in case of default.* If the lessee shall not comply with any of the provisions of the Act or the regulations thereunder or of the lease, or make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease) and such default shall continue for a period of thirty (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 Sec. 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 Sec. 31 of the Act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

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

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

THE UNITED STATES OF AMERICA

By: _____
(Signature of Lessee)
Charles A. Shear, Vice-President

By _____
(Signing Officer)
Chief, Oil & Gas Section

Attest: _____
(Signature of Lessee)
Assistant Secretary

(Title)

321

MAY 26 1976
(Date)

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

372

FORM APPROVED
OMB NO. 42–R1599

Serial No W–54914 KGS

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

c

FARMLAND INTERNATIONAL ENERGY CO. - 50%
1212 First City East Bldg.
Houston, Texas 77002

1 BARBER OIL EXPLORATION, INC. - 25%
2627 Tenneco Building
Houston, Texas 77002

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 27 North, Range 112 West, 6th P.M.
Section 23: W½

Containing 320.00 acres, more or less
Sublette County, Wyoming

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 75%

4. What part of the record title interest is being retained by assignor(s)? 25%

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

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

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

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

Executed this 6th day of July, 1976

ATTEST:

Assistant Secretary

RAINBOW RESOURCES, INC.

By:
Charles A. Shear, Vice-President
10 Lakeside Lane, 4704 Harlan
Denver, Colorado 80212

(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
161716

Assignment approved as to the lands described below:

RECORDED August 6 1976 at 9:30 A.M.
IN BOOK 32 Misc. PAGE 372
FEES $7.00 Paid
SUBLETTE COUNTY CLERK

Assignment approved effective [illegible]

By [illegible]
(Authorized Officer)

(Title) (Date)

NOTE: *This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3104*

[illegible]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation
4. Assignee is the sole party in interest in this 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 M-065500

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 11th day of , 1976

FARMLAND INTERNATIONAL ENERGY COMPANY

By: _____
(Assignee's Signature)

1212 First City East Building
Houston, Texas 77002
(Address, include zip code)

374 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-830

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 7th day of July, 1976

BARBER OIL EXPLORATION, INC.

W. P. Goodson

(Assignee's Signature)

W. P. Goodson, Vice President

2627 Tenneco Building
Houston, Texas 77002
(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

STATE OF Colorado
COUNTY OF Jefferson } ss.

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

On July 6th, 1976, before me personally came the above named Charles A. Shear (who being by me duly sworn, did say that he is the Vice-President of Rainbow Resources, 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: March 31, 1980

Notary Public Penny M. McIver
Residing at: Denver, Colorado

[redacted] [redacted] [redacted]

Form 3120–7
(February 1968)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Land Office and Serial Number

W 54913

OIL AND GAS LEASE
(COMPETITIVE PUBLIC DOMAIN LANDS)

THIS INDENTURE OF LEASE, entered into, as of JUN 1 1976, by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, hereinafter called the lessor, and

Rainbow Resources, Inc.
#10 Lakeside Lane
4704 Harlan Street
Denver, CO 80212

hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the Act of February 25, 1920, (41 Stat. 437), as amended, (30 U.S.C. Sec. 181 *et seq*), hereinafter referred to as the Act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof.

WITNESSETH:

Sec. 1. *Rights of lessee.* That the lessor, in consideration or rents and royalties to be paid, and the conditions and covenants to be observed as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in or under the following-described tracts of land situated in the **Big Piney-LaBarge** field:

T. 27 N., R. 112 W., 6th Prin. Mer., WY
Section 14: S½

161717

RECORDED August 8 1977 at 2:00 P.M.
IN BOOK 324 PAGE 325
FEES 2.00
SUBLETTE COUNTY CLERK COUNTY CLERK
by Mcpeck

containing **320.00** acres, more or less, 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 five (5) 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 inconsistencies with the terms of this lease occur.

Sec. 2. In consideration of the foregoing, the lessee agrees:

(a) *Bonds* (1) To maintain any bond furnished by the lessee as a condition for the issuance of this lease.

(2) 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, or unless a bond has been filed under 43 CFR 3126.1 applicable to this lease.

(b) *Cooperative or unit plan.* Within thirty (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 thirty (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.

(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.

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FOR CLAIMANT

(d) *Rentals and royalties.* (1) To pay rentals and royalties in amount or value of production removed or sold from the leased lands as set forth in the rental and royalty schedule attached to and made a part hereof.

(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 month next following the 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 month next following the 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 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 Land Office 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 thirty (30) days after the effective date hereof any contract, or evidence of other arrangement for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land: *Provided, That* nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

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

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

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

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

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

(l) *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

Form 3120–9
(February 1965)
(formerly 4–1691a & b)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RENTALS AND ROYALTIES FOR OIL AND GAS LEASES

SCHEDULE "A" – NONCOMPETITIVE

RENTALS. To pay the lessor in advance on or before the first day of the month in which the lease issues a rental at the following rates:

a. If the lands are wholly outside the known geologic structure of a producing oil or gas field: 50 cents per acre or fraction thereof for each lease year.

b. On leases wholly or partly within the geologic structure of a producing oil or gas field:

1. If not committed to a cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production 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 a discovery of oil or gas on the lands herein, $2 per acre or fraction thereof.

2. On the lands 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, for the lands not within the participating area an annual rental of 50 cents per acre or fraction thereof each lease year following discovery.

MINIMUM ROYALTY. To pay the lessor in lieu of rental at the expiration of each lease year after discovery a minimum royalty of $1 per acre or, if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty of $1 per acre, provided that on unitized leases, the minimum royalty shall be payable only on the participating acreage.

ROYALTY ON PRODUCTION. To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands.

SCHEDULE "B" – COMPETITIVE

ROYALTY ON PRODUCTION. To pay the lessor the following royalty on production removed or sold from the leased lands.

1. When the average production for the month in barrels per well per day is:

OVER	NOT OVER	PERCENT OF ROYALTY	OVER	NOT OVER	PERCENT OF ROYALTY
	50	12.5	130	150	19
50	60	13	150	200	20
60	70	14	200	250	21
70	80	15	250	300	22
80	90	16	300	350	23
90	110	17	350	400	24
110	130	18	400		25

2. On gas, including inflammable gas, helium, carbon dioxide and all other natural gases and mixtures thereof, and on natural or casinghead gasoline and other liquid products obtained from gas; when the average production of gas per well per day for the month does not exceed 5,000,000 cubic feet, 12-1/2 percent; and when said production of gas exceeds 5,000,000 cubic feet, 16-2/3 percent of the amount or value of the gas and liquid products produced, said amount or value of such liquid products to be net after an allowance for the cost of manufacture.

MINIMUM ROYALTY. To pay the lessor in lieu of rental at the expriation of each lease year after discovery a minimum royalty of $1 per acre or, if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty of $1 per acre, provided that on unitized leases, the minimum royalty shall be payable only on the participating acreage.

RENTALS. To pay the lessor in advance on or before the first day of the month in which the lease issued and for each lease year thereafter prior to a discovery of oil or gas on the leased lands, an annual rental of $2 per acre or fraction thereof.

NOTICE

The average production per well per day for oil and gas shall be determined pursuant to 30 CFR, Part 221, "Oil and Gas Operating Regulations."

In determining the amount or value of gas and liquid products produced, the amount or value shall be net after an allowance for the cost of manufacture. The allowance for cost of manufacture may exceed two-thirds of the amount or value of any product only on approval by the Secretary of the Interior.

GPO 847-655

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 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 litiagtion 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 ninety (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. 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 [redacted] 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 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 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.

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

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

Sec. 3. The lessor reserves:

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

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

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

(d) *Helium.* The ownership of helium and the right to extract or have extracted from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If the lessor elects to take the helium, the lessee shall deliver all or any portion of gas containing the same to the lessor, in the manner required by the lessor, at any 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 [redacted] ed solely by the requirement of the [redacted] of the

gas to perm[redacted]traction 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 Sec. 36 of the Act, to take royalties in amount or in value of production.

(f) *Casing.* All rights pursuant to Sec. 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 and 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 [redacted]ion, the lessee shall have the privi[redacted]ny time within a period of ninety (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 such property where so directed by the lessor.

Sec. 7. *Proceedings in case of default.* If the lessee shall not comply with any of the provisions of the Act or the regulations thereunder or of the lease, or make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease) and such default shall continue for a period of thirty (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 Sec. 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 Sec. 31 of the Act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

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

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

THE UNITED STATES OF AMERICA

By: _____
(Signature of Lessee)

Charles A. Shear, Vice-President

ATTEST: _____
(Signature of Lessee)

Assistant Secretary

By _____
(Signing Officer)

Chief, Oil & Gas Section
(Title)

MAY 26 1976
(Date)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

Area Oil and Gas Supervisor or
District Engineer (*Address, include zip code*)

GEOLOGICAL SURVEY
P. O. BOX 2859
CASPER, WY 82601

Management Agency (*name*)

BUREAU OF LAND MANAGEMENT
P. O. BOX 1869
ROCK SPRINGS, WY 82901

Address (*include zip code*)

1. Notwithstanding any provision of this lease to the contrary, any drilling, construction, or other operation on the leased lands that will disturb the surface thereof or otherwise affect the environment, hereinafter called "surface disturbing operation," conducted by lessee shall be subject, as set forth in this stipulation, to prior approval of such operation by the Area Oil and Gas Supervisor in consultation with appropriate surface management agency and to such reasonable conditions, not inconsistent with the purposes for which this lease is issued, as the Supervisor may require to protect the surface of the leased lands and the environment.

2. Prior to entry upon the land or the disturbance of the surface thereof for drilling or other purposes, lessee shall submit for approval two (2) copies of a map and explanation of the nature of the anticipated activity and surface disturbance to the District Engineer or Area Oil and Gas Supervisor, as appropriate, and will also furnish the appropriate surface management agency named above, with a copy of such map and explanation.

An environmental analysis will be made by the Geological Survey in consultation with the appropriate surface management agency for the purpose of assuring proper protection of the surface, the natural resources, the environment, existing improvements, and for assuring timely reclamation of disturbed lands.

3. Upon completion of said environmental analysis, the District Engineer or Area Oil and Gas Supervisor, as appropriate, shall notify lessee of the conditions, if any, to which the proposed surface disturbing operations will be subject.

Said conditions may relate to any of the following:

(a) Location of drilling or other exploratory or developmental operations or the manner in which they are to be conducted;

(b) Types of vehicles that may be used and areas in which they may be used; and

(c) Manner or location in which improvements such as roads, buildings, pipelines, or other improvements are to be constructed.

GPO 849-25

To maintain esthetic values, all semi-permanent and permanent facilities may require painting or camouflage to blend with the natural surroundings. The paint selection or method of camouflage will be subject to approval by the District Engineer, Geological Survey, with the concurrence of the District Manager, Bureau of Land Management.

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

382

FORM APPROVED
OMB NO 42-R1599

Serial No. W-54913 KGS

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

FARMLAND INTERNATIONAL ENERGY COMPANY - 50%
1212 First City East Building
Houston, Texas 77002

1

BARBER OIL EXPLORATION, INC. - 25%
2627 Tenneco Building
Houston, Texas 77002

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 27 North, Range 112 West, 6th P.M.
Section 14: S½

Containing 320.00 acres, more or less
Sublette County, Wyoming

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 75%

4. What part of the record title interest is being retained by assignor(s)? 25%

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

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

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

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

Executed this 6th day of July, 1976

ATTEST:

Assistant Secretary

RAINBOW RESOURCES, INC.

By:

Charles A. Shear, Vice-President
10 Lakeside Lane, 4704 Harlan
Denver, Colorado 80212

(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: 161718

SAME LAND DESCRIPTION AS ITEM 2

RECORDED August 8 1977 AT 12:55 PM
IN BOOK 54 PAGE 382
FEES 7.50 Gladys Cooke COUNTY CLERK
SUBLETTE COUNTY CLERK

Assignment approved effective AUG 1 1976

By Edna K. Cooke
(Authorized Officer)

RETURN THIS COPY TO:
RAINBOW RESOURCES, INC.

ACTING Chief, Oil & Gas

NOV 22 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.

[redacted] [redacted] [redacted]

Greater [redacted] Area

[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

Corporate Qualifications filed in W-830

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.

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 7th day of December, 1976

BARBER OIL EXPLORATION, INC.

[signature]

(Assignee's Signature)

W. P. Goodson, Vice President

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

Corporate Qualifications filed in M-065500

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.

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

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

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

Executed this 1st day of , 1976

FARMLAND INTERNATIONAL ENERGY COMPANY

By: _____

(Assignee's Signature)

1212 First City East Building
Houston, Texas 77002

(Address, include zip code)

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

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

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

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

Executed this day of , 19

(Assignee's Signature)

(Address, include zip code)

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

STATE OF .....
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 Jefferson } ss.

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

On July 6, 19 76, before me personally came the above named
Charles A. Shear (who being by me duly sworn, did say that he is the Vice-
President of Rainbow Resources, 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: March 31, 1980

Penny M. McIver
Notary Public Penny M. McIver
Residing at: Denver, Colorado

3854

ASSIGNMENT OF OPERATING RIGHTS ON UNITED STATES OIL AND GAS LEASES

This Assignment of Operating Rights, made and entered into this the 1st day of July, 1977, by and between:

BRINKERHOFF DRILLING COMPANY, INC.
600 Denver Club Building
Denver, Colorado 80202

hereinafter referred to as "ASSIGNOR", and

Zach H. Brinkerhoff, Jr. - 63 1/3%
601 Denver Club Building
Denver, Colorado 80202

H. H. Brinkerhoff - 15%
601 Denver Club Building
Denver, Colorado 80202

RNB Oil Corporation - 15%
601 Denver Club Building
Denver, Colorado 80202

Brinkerhoff Enterprises, Ltd. - 6 2/3%
(a Partnership)
601 Denver Club Building
Denver, Colorado 80202

hereinafter referred to as "ASSIGNEE(S)",

WITNESSETH:

WHEREAS, ASSIGNOR is holder of Operating Rights in the following Oil and Gas Lease executed by the United States of America, as Lessor, and covering certain lands situated in Sublette County, Wyoming to-wit:

Lease:

United States Oil and Gas Lease E-025548,
insofar as the same covers the following described land:

Township 27 North, Range 112 West, 6th P.M.
Section 26: All

Containing 640.00 acres, more or less

161751

RECORDED August 10 1977 10:55 A.M.
IN BOOK 54 C+9 PAGE 386
FEES 4.75 Jack J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Mgarbe

NOW, therefore, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration to ASSIGNOR in

[redacted] [redacted] [redacted]

hand paid by ASSIGNEE(S), the full receipt and sufficiency of which is hereby acknowledged and confessed, it is understood and agreed by and between the parties hereto as follows:

I.

ASSIGNOR does hereby give, grant, convey and assign unto ASSIGNEE(S), in the percentages shown above for each, all of its interest in and to those leases and lands specifically described above as to all rights and privileges pertaining to the right to drill and operate in and on the above described lands for the discovery and production of oil and gas, or either of them, in all zones and formations down to and including, but not below 9,407 feet from the surface of the earth and its stratigraphic equivalent, together with the right to take and appropriate, for ASSIGNEE(S)' own use and benefit, all oil and gas lying in zones or formations down to and including, but not below 9,407 feet from the surface of the earth and its stratigraphic equivalent, subject to the terms and provisions of this agreement and of the above described Oil and Gas Leases for and during the term of said Oil and Gas Leases and any and all renewals and extensions thereof and for the full terms of any exchange or other lease obtained pursuant thereto and any and all extensions and renewals thereof.

II.

This Assignment is made subject to the terms and conditions of all prior agreements and assignments pertaining to the hereindescribed lands.

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

ATTEST:

E. R. Firming, Assistant Secretary

BRINKERHOFF DRILLING COMPANY, INC.

By:
W. C. Burns, Vice President

ACKNOWLEDGMENT

STATE OF: COLORADO)
) SS.
COUNTY OF: DENVER)

On July 1, 1977, before me personally came the above named W. C. Burns (who being by me duly sworn, did say that he is the Vice President of Brinkerhoff Drilling Company, 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: September 7, 1977

Notary Public Jeannette B. Wilson
Residing at: Denver, Colorado

ASSIGNMENT OF OPERATING RIGHTS ON WYOMING

STATE OIL AND GAS LEASES

This Assignment of Operating Rights, made and entered into this the 1st day of July, 1977, by and between:

BRINKERHOFF DRILLING COMPANY, INC.
600 Denver Club Building
Denver, Colorado 80202

hereinafter referred to as "ASSIGNOR", and

Zach K. Brinkerhoff, Jr. - 63 1/3%
601 Denver Club Building
Denver, Colorado 80202

M. H. Brinkerhoff - 15%
601 Denver Club Building
Denver, Colorado 80202

RWB Oil Corporation - 15%
601 Denver Club Building
Denver, Colorado 80202

Brinkerhoff Enterprises, Ltd. - 6 2/3%
(a Partnership)
601 Denver Club Building
Denver, Colorado 80202

hereinafter referred to as "ASSIGNEE(S)"

WITNESSETH:

WHEREAS, ASSIGNOR is holder of Operating Rights in the following Oil and Gas Lease executed by Board of Land Commissioners, as Lessor, and covering certain lands situated in Sublette County, Wyoming, to-wit:

Lease:

State of Wyoming Oil and Gas Lease No. 66-15523,
insofar as the same covers the following described land:

Township 27 North, Range 112 West, 6th P.M.
Section 36: All

Containing 640.00 acres, more or less

161752

NOW, therefore, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration to ASSIGNOR in

hand paid by ASSIGNEE(S), the full receipt and sufficiency of which is hereby acknowledged and confessed, it is understood and agreed by and between the parties hereto as follows:

I.

ASSIGNOR does hereby give, grant, convey and assign unto ASSIGNEE(S), in the percentages shown above for each, all of its interest in and to those leases and lands specifically described above as to all rights and privileges pertaining to the right to drill and operate in and on the above described lands for the discovery and production of oil and gas, or either of them, in all zones and formations down to and including, but not below 9,663 feet from the surface of the earth and its stratigraphic equivalent, together with the right to take and appropriate, for ASSIGNEE(S)' own use and benefit, all oil and gas lying in zones or formations down to and including, but not below 9,663 feet from the surface of the earth and its stratigraphic equivalent, subject to the terms and provisions of this agreement and of the above described Oil and Gas Leases for and during the term of said Oil and Gas Leases and any and all renewals and extensions thereof and for the full terms of any exchange or other lease obtained pursuant thereto and any and all extensions and renewals thereof.

II.

This Assignment is made subject to the terms and conditions of all prior agreements and assignments pertaining to the hereindescribed lands.

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

ATTEST:

E. N. Firmine, Assistant Secretary

BRINKERHOFF DRILLING COMPANY, INC.

By: W. C. Burns

W. C. Burns, Vice President

ACKNOWLEDGMENT

STATE OF: COLORADO)
) SS.
COUNTY OF: DENVER)

On July 1, 1977, before me personally came the above named W. C. Burns (who being by me duly sworn, did say that he is the Vice President of Brinkerhoff Drilling Company, 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: September 7, 1977

Jeannette B. Wilson

Notary Public Jeannette B. Wilson
Residing at: Denver, Colorado

390

ASSIGNMENT OF OPERATING RIGHTS ON UNITED STATES

OIL AND GAS LEASES

This Assignment of Operating Rights, made and entered into this the 1st day of July, 1977, by and between:

BRINKERHOFF DRILLING COMPANY, INC.
600 Denver Club Building
Denver, Colorado 80202

hereinafter referred to as "ASSIGNOR", and

Koch K. Brinkerhoff, Jr. - 63 1/3%
601 Denver Club Building
Denver, Colorado 80202

M. H. Brinkerhoff - 15%
601 Denver Club Building
Denver, Colorado 80202

RWB Oil Corporation - 15%
601 Denver Club Building
Denver, Colorado 80202

Brinkerhoff Enterprises, Ltd. - 6 2/3%
(a Partnership)
601 Denver Club Building
Denver, Colorado 80202

hereinafter referred to as "ASSIGNEE(S)",

WITNESSETH:

WHEREAS, ASSIGNOR is holder of Operating Rights in the following Oil and Gas Lease executed by the United States of America, as Lessor, and covering certain lands situated in Sublette County, Wyoming to-wit:

Lease:

SEE ATTACHED EXHIBIT "A"

161753

RECORDED August 16 1977 10:27 A.M
IN BOOK 54 3-4 PAGE 390
FEES 2.50 Gail D Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by M Goodman

NOW, therefore, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration to ASSIGNOR in

hand paid by ASSIGNEE(S), the full receipt and sufficiency of which is hereby acknowledged and confessed, does hereby give, grant, convey and assign unto ASSIGNEE(S) all of its interest in and to those leases and lands specifically described above as to all rights and privileges pertaining to the right to drill and operate in and on the above described lands for the discovery and production of oil and gas, or either of them, in all zones and formations, together with the right to take and appropriate, for ASSIGNEE(S)" own use and benefit, all oil and gas lying in all zones or formations, subject to the terms and provisions of this agreement and of the above described Oil and Gas Leases for and during the term of said Oil and Gas Leases and any and all renewals and extensions thereof and for the full terms of any exchange or other lease obtained pursuant thereto and any and all extensions and renewals thereof.

This Assignment is made subject to the terms and conditions of all prior agreements and assignments pertaining to the hereindescribed lands.

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

ATTEST:

E. R. Firmine, Assistant Secretary

BRINKERHOFF DRILLING COMPANY, INC.

By:

W. C. Burns, Vice President

ACKNOWLEDGMENT

STATE OF: COLORADO)
) SS.
COUNTY OF: DENVER)

On July 1, 1977. before me personally came the above named W. C. Burns (who being by me duly sworn, did say that he is the Vice President of Brinkerhoff Drilling Company, 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: September 7, 1977

Notary Public Jeannette B. Wilson
Residing at: Denver, Colorado

13-77-8
REVISED 8-1-52

LEASE SCHEDULE

TAYLOCK'S

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

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	ACRES	RECORDED BOOK	RECORDED PAGE
W-206	USA W-3776	Westrans Petroleum, Inc.	2-1-67	Township 27 North, Range 112 West, 6th P.M. Section 13: W½W½ Section 25: E½	480.00	41	445
W-212	USA W-15340	Westrans Petroleum, Inc.	10-1-68	Township 27 North, Range 112 West, 6th P.M. Section 24: E½	320.00	47	505
W-209	USA W-2108	Westrans Petroleum, Inc.	11-1-66	Township 27 North, Range 112 West, 6th P.M. Section 24: W½W½ Section 25: W½	480.00	47	373
W-213	USA W-2690	Westrans Petroleum, Inc.	12-1-66	Township 27 North, Range 111 West, 6th P.M. Section 31: Lots 1, 2, 3, 4, 5, 6, 7, NE¼, E½NW¼, NE¼SW¼, N½SE¼ Section 32: Lot 1	592.69	47	447

TATLOCK [redacted]
majestic bldg
denver 2, colorado

Mid-Continent Asso [redacted]
Form No.

(This Space Rese [redacted] ng Stamp)

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, BRINKERHOFF DRILLING COMPANY, INC. 600 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 Zach K. Brinkerhoff, Jr.-63 1/3%; M. H. Brinkerhoff-15%; RWB Oil Corporation-15%;and Brinkerhoff Enterprises, Ltd.(a Partnership)-6 2/3%,all of 601 Denver Club Bldg.,Denver,Colo. (hereinafter called Assignee) all of its right, title and interest in and to the oil and gas lease dated March 2, 19 76, from Ruby M. and Frank Brown, lessor, to Beta Exploration, Inc., lessee, recorded in book 52 page 435 insofar as said lease covers the following described land in Sublette County, State of Wyoming:

Township 33 North, Range 114 West
Section 22: NE¼NW¼, NW¼NE¼

161813 RECORDED August 12 1977 10:30 A.M.
IN BOOK 54 O+G PAGE 393
FEES 3.25 [signature] COUNTY CLERK
SUBLETTE COUNTY CLERK
Dep [signature]

161813

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ and containing 80.00 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, and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same.

EXECUTED, This 1st day of July, 19 77

ATTEST: [signature]

E. R. Firmine, Assistant Secretary

BRINKERHOFF DRILLING COMPANY, INC.

By: [signature]
W. C. Burns, 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 1st day of July, 19 77, before me the undersigned, a Notary Public in and for said county, personally came W. C. Burns, Vice President of the Brinkerhoff Drilling Company, 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 Brinkerhoff Drilling Company, Inc., and that the Corporate seal of the said Brinkerhoff Drilling Company, Inc. was thereto affixed by its authority.

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

My commission expires September 7, 1977

[signature]
Jeannette B. Wilson
Notary Public

ASSIGNMENT

OIX6- 4906197

STATE OF WYOMING OIL AND GAS LEASE

File 4906197

KNOW ALL MEN BY THESE PRESENTS: That I, we, Ellie Spear
603 Seco, Hobbs, NM, assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 76-0735,
and covering land situate in Sublette County, Counties, described as follows:

Township 27 N, Range 106 W
Section 34: $SW\frac{1}{4}SE\frac{1}{4}$
Section 36: All

and containing 680.00 acres more or less, for and in consideration of the sum of Ten and no/100ths Dollars
($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto
Judy S. Holcomb, P. O. Box 177
Englewood, CO 80151
of , assignee, all rights, title and interest of assignor in and to said lease
insofar as it covers the following described land:

161814

Township 27 N, Range 106 W
Section 34: $SW\frac{1}{4}SE\frac{1}{4}$
Section 36: All

RECORDED August 12 1977 10:30 A
IN BOOK 54 Oil PAGE 39
FEES 3.00 Laura Lake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Maxine

and containing 680.00 acres, more or less, reserving, however, unto assignor Five percent of eight/eighths
(5% of 8/8ths) and previously reserved none.

TO HAVE AND TO HOLD unto the said Judy S. Holcomb, her successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 3rd day of March, 1977.

WITNESS:

Ellie Spear
Assignor-Lessee

By
President

Attest:

(SEAL)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of New Mexico
County of Lea } ss.

On this 3rd day of March, A. D. 1977, before me personally appeared
Ellie Spear to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this 3rd day of March, A. D. 1977.

(SEAL)

My Commission expires: 6-24-77

Notary Public

ACKNOWLEDGEMENT (For use by Corporation)

State of
County of } ss.

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

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

(SEAL)

Notary Public

My Commission expires:

Assignment approved by Board of Land Commissioners: May 5, 1977 without binding the State for the/payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: July 15, 1977

(Fee for recording this form of assignment is $10.00. If other terms are desired incorporated in the assignment a special form should be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

fb

10M 8 73

[redacted] ASSIGNMENT [redacted]

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Judy S. Holcomb, P. O. Box 177, Englewood, CO 80151, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 76-0735, and covering land situate in Sublette County, Counties, described as follows:

Township 27 N, Range 106 W
Section 34: $SW\frac{1}{4}SE\frac{1}{4}$
Section 36: All

and containing 680.00 acres more or less, for and in consideration of the sum of Ten and no/100ths 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, OK 74102, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 27 N, Range 106 W
Section 34: $SW\frac{1}{4}SE\frac{1}{4}$
Section 36: All

01X6-4906197
File 4906197

and containing 680.00 acres, more or less, reserving, however, unto assignor None and previously reserved five percent of eight/eighths (5% of 8/8ths).

TO HAVE AND TO HOLD unto the said Cities Service C ompany, 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 8th day of March, 1977

WITNESS:

Judy S. Holcomb
Assignor-Lessee

By
President

Attest:

(SEAL)
Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Colorado
County of Arapahoe } ss.

On this day of , A. D. 19 , before me personally appeared Judy S. Holcomb 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)

Karen A. Schleiter
Notary Public

My Commission expires: My Commission expires March 5, 1978

ACKNOWLEDGEMENT (For use by Corporation)

State of
County of } ss.

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

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

(SEAL)

Notary Public

My Commission expires:

Assignment approved by Board of Land Commissioners: May 5, 1977 without binding the State for the payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: July 15, 1977

(Fee for recording this form of assignment is $10.00. If other terms are desired incorporated in the assignment a special form should be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

fb

10M 8 73

161815

RECORDED August 12 1977 10:32 AM
IN BOOK 54 Misc PAGE 395
FEES 4.50 Lucia J. Wade COUNTY CLERK
SUBLETTE COUNTY CLERK
by Mgoetham

In the event Assignee desires to surrender the herein described lease as to all or any part of acreage covered thereby prior to any delay rental date, Assignee shall so notify Assignor at least 45 days in advance of the delay rental date as determined by said lease, by registered or certified mail, addressed as follows:
Judy S. Holcomb, P. O. Box 177, Englewood, CO 80151
and shall further advise the amount of rental necessary to hold said lease or the portion to be surrendered. Assignor shall then have 10 days after receipt of such notification within which to mail his notice of election to take the reassignment (failure of Assignor to mail his notice of election to take on or before the 10th day after receiving said notice shall terminate Assignor's interest thereunder). Provided, however, it is stipulated and agreed that damages for Assignee's failure to fulfill the provisions hereof shall be limited to the amount paid as cash consideration for this assignment on a pro rata basis as to the number of acres involved. The terms and provisions hereof shall extend to Assignee's successors and assigns, provided failure of successors and assigns of Assignee to fulfill the provisions hereof shall not create a cause of action against this Assignee and all liability of this Assignee shall terminate on assignment as to all or any portion of the herein described lease.

Signed for Identification Judy S. Holcomb
Executed this 5th day of March ,1977

[redacted] [redacted]

OIXG-4906[redacted]

File 4906[redacted]

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, ~~xx~~, Mary E. Catterson
P. O. Box 729, Evergreen, Colorado 80439, assignor,

being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 77-0051,

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

Township 34 North, Range 114 West, 6th P.M.
Section 36: All

RECORDED August 12 19 77 10:30 A.M.
IN BOOK 54 Cty PAGE 397
FEES 2.00 Laws Idaho COUNTY CLERK
SUBLETTE COUNTY CLERK
by M Speelman

and containing 640.00 acres more or less, for and in consideration of the sum of Ten and no/100ths Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto

Judy S. Holcomb P. O. Box 177
of Englewood, Colorado 80151, 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 114 West, 6th P.M.
Section 36: All

In the event Assignee shall elect to surrender said lease, Assignee shall inform Assignor of this election at least thirty (30) days prior to the lease rental due date, whereupon at Assignor's request said lease shall be reassigned to Assignor.

and containing 640.00 acres, more or less, reserving, however, unto assignor Five percent of eight eighths (5% of 8/8ths) and previously reserved none.

TO HAVE AND TO HOLD unto the said Judy S. Holcomb, her successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 4th day of March, 1977.

WITNESS:

Mary E. Catterson
Mary E. Catterson — Assignor-Lessee

By
President

Attest:

(SEAL)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of COLORADO
County of JEFFERSON } ss.

On this 4th day of March, A. D. 19 77, before me personally appeared Mary E. Catterson 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 4th day of March, A. D. 19 77.

(SEAL)

Notary Public

My Commission expires:

161816

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: May 5, 1977 without binding the State for the/

Assignment recorded in the Office of the Commissioner of Public Lands: July 15, 1977

(Fee for recording this form of assignment is $10.00. If other terms are desired incorporated in the assignment a special form should be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

fb

10M-5-73

Released BK 73 pg-371

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ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, ~~we~~, Judy S. Holcomb, P. O. Box 177, Englewood, Colorado 80151, assignor, being lessee, ~~lessees~~ under that certain State of Wyoming Oil and Gas Lease bearing Serial number 77-0051, and covering land situate in Sublette County, ~~Counties~~, described as follows:

Township 34 N, Range 114 W
Section 36: All

and containing 640 acres more or less, for and in consideration of the sum of Ten and no/100ths Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto Cities Service Company, P. O. Box 300, of Tulsa, Oklahoma 74102, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 34 N, Range 114 W
Section 36: All

OIXC- 4906199 1
File 4906199 1

and containing 640 acres, more or less, reserving, however, unto assignor none and previously reserved five percent (5%).

TO HAVE AND TO HOLD unto the said Cities Service Company, 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 10th day of March 1977

WITNESS:

Judy S. Holcomb
Assignor-Lessee

By
President

Attest:

(SEAL)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Colorado
County of Arapahoe } ss.

On this 10th day of March, A. D. 19 77, before me personally appeared Judy S. Holcomb 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 March, A. D. 19 77

(SEAL)

Notary Public

My Commission expires: My Commission expires March 5, 1978

ACKNOWLEDGEMENT (For use by Corporation)

State of
County of } ss.

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

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

(SEAL)

Notary Public

My Commission expires:

Assignment approved by Board of Land Commissioners: May 5, 1977 payment of any overriding royalty without binding the State for the/

Assignment recorded in the Office of the Commissioner of Public Lands: July 15, 1977

(Fee for recording this form of assignment is $10.00. If other terms are desired incorporated in the assignment a special form should be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

10M 8 73

161817

RECORDED August 12 19 16 3:50 P.M.
IN BOOK 54 Misc PAGE 298
FEES 4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by M Gochenour

In the event Assignee desires to surrender the herein described lease as to all or any part of acreage covered thereby prior to any delay rental date, Assignee shall so notify Assignor at least 45 days in advance of the delay rental date as determined by said lease, by registered or certified mail, addressed as follows:
Judy S. Holcomb, P. O. Box 177, Englewood, Colorado 80151
and shall further advise the amount of rental necessary to hold said lease or the portion to be surrendered. Assignor shall then have 10 days after receipt of such notification within which to mail his notice of election to take the reassignment (failure of Assignor to mail his notice of election to take on or before the 10th day after receiving said notice shall terminate Assignor's interest thereunder). Provided, however, it is stipulated and agreed that damages for Assignee's failure to fulfill the provisions hereof shall be limited to the amount paid as cash consideration for this assignment on a pro rata basis as to the number of acres involved. The terms and provisions hereof shall extend to Assignee's successors and assigns, provided failure of successors and assigns of Assignee to fulfill the provisions hereof shall not create a cause of action against this Assignee and all liability of this Assignee shall terminate on assignment as to all or any portion of the herein described lease.

Signed for Identification Judy S. Holcomb
Executed this 10th day of March, 1977

410

PD-84-T (3-63) 1500

LAND FILE W-5658a

RELEASE -- WYOMING

STATE OF COLORADO
CITY AND
COUNTY OF DENVER

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

Dated the 1st day of September, 1966 executed by

U.S. A. (Fed. W-818)

as Lessor, to Texaco Inc. , as Lessee, recorded in Volume 410 O&G on Page 35 Records of Sublette County, State of Wyoming.

161837

Executed at Denver, Colorado, on this 9th day of August, 19 77.

RECORDED August 15 1977 10:30 A.M.
IN BOOK 54 O&G PAGE 400
FEES 3.00 Jack Lyke COUNTY CLERK
SUBLETTE COUNTY CLERK
by M Graham

TEXACO Inc.

BY R. M. Dacus
Agent and Attorney in Fact

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

(WYOMING ACKNOWLEDGMENT)

On this 9th day of August, 1977, before me appeared R. M. Dacus, to me personally known, who being by me duly sworn did say that he is the Agent and Attorney in Fact of The TEXACO Inc., a Delaware Corporation, and that he signed the foregoing instrument in behalf of said corporation by authority of its Board of Directors, and the said R. M. Dacus acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and Notarial Seal this 9th day of August, 1977.

My commission expires on the 16th day of August, 1979.

Margaret Robertson
Notary Public within and for the City and County of Denver, State of Colorado.
Resides at [illegible] COLORADO

APPROVED AS TO
DESCRIPTION & DATE

[redacted] [redacted] [redacted]

Producers 88 ... PRINTING CO. ... WYO. WYOMING

AGREEMENT ... 27th ... June ... 19 77

by and between MARGARET CONWELL and RALPH E. CONWELL, her husband,
P. O. Box 99, Henderson, Nevada 89015

... (one or more) and
INTER-AMERICAN PETROLEUM CORP. 50% - THOMAS A. CHORNEY 50% ... hereinafter called lessee.

WITNESSETH, That ... consideration of ten and more Dollars ($10.00) ... cash in hand ... on the part of lessee to be paid, kept and ... and let unto the said lessee, its successors and ... purposes of surveying, prospecting, drilling, mining and operating for oil and gas ... tanks, power stations and structures thereon ... said products, all that certain tract of land, ... reversionary rights therein, situate in the County of ... State of Wyoming ... bounded as follows, to wit: Sublette

Township 33 North, Range 113 West
Section 4: Lots 1 (38.83), 2 (38.65), $S\frac{1}{2}NE\frac{1}{4}$;
Township 34 North, Range 113 West
Section 17: $SW\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$;
Section 18: $SE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, Lots 3 (35.72), 4 (35.86), $E\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$;
Section 20: $SW\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$;
Section 21: $SE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$;
Section 29: $SW\frac{1}{4}SE\frac{1}{4}$;
Section 32: $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$;
Section 33: $SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$;

... and containing 1,709.06 acres, more or less.

It is agreed that ... from ... a term of five (5) ... hereafter as oil or gas, or either of them, ... and assigns.

In consideration ... lessee covenants and agrees:

First. To deliver ... lessor as royalty, free of cost in the pipe line to which ... may connect its wells, the equal one-eighth part of all oil ... saved and saved from the leased premises, or, at lessee's option, may buy ... such 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 ... of the proceeds received for gas sold from each well ... gas 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 ... 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 ... of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casinghead gasoline or dry commercial gas.

If no well be commenced on said land on or before the 27th day of June, 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 Bank of Nevada Bank at Henderson, Nevada 89015 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 Seven Hundred Nine and 06/100 - -(1,709.06) - - - - - - DOLLARS, which shall operate as a rental ... the privilege of deferring the commencement of a well for ... from said date. In like manner and upon like payments ... commencement of a well may be further deferred for like periods ... number of months successively. And it is understood and agreed that ... first rental herein, the down payment, ... granted to the date when said first rental is payable ... lessee's option of extending that period as aforesaid ... all other rights conferred. Rentals may be paid by check ... mailing of rental on or before the ... shall be deemed a timely tender thereof and shall ... Nevertheless, the death of the lessor, or his ... interest, the payment or tender of rentals in the manner ... heirs, devisees, executors and administrators of such person.

Should any well ... be completed as a dry hole or cease to produce ... producing well or wells on the land or drilling ... thereon, then and in that event if a well is not ... before the next ensuing rental-paying date after the expiration ... 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 after the expiration of ninety (90) ... date of the completion of the dry hole or cessation of ... the payment of rentals in the same amount and in the ... 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 ... 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 ... 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 ... expiration of the primary term of this lease, there is ... on the lands covered hereby, or on other lands with which said lands ... pooled or unitized, which is capable of producing in paying quantities, but such well is shut-in either before or after production therefrom, or 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 accruing after the expiration of ninety (90) days ... 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 ... rental-paying ... after lessee has been notified of any reversion having ... the interest so acquired.

Lessee shall have ... of oil, gas, oil and water produced on said land for ... except water from wells and reservoirs of lessee ... lessee shall have time to remove all machinery and ... premises, including the right to draw and remove ...

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

Lessee shall have the ... with reasonable diligence and dispatch (1) ... within the term of this lease and (2) any well commenced before the ... of a well which has been commenced within such term ... 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 ... 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 ... thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production ... it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or ... into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation ... operation of one well, or for obtaining the maximum allowable ... from one well, or 40 acres each for the production of oil ... for the production of gas, whichever is the larger, plus a tolerance ... the maximum area of 40 acres for the production ... production of gas to include additional acreage in any instance ... governmental subdivision or lot or portion thereof. Such pooling ... by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. ... 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 of the land placed in such unit.

401

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.

520 52 3305 (SEAL)

(SEAL)

520 38 6217 (SEAL)

(SEAL)

Margaret Conwell (SEAL)

(SEAL)

Ralph E. Conwell (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 77, personally appeared Margaret Conwell and Ralph E. Conwell, 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) Linda L. Koch Notary Public

County Of Sublette — State Of Wyoming

My Commission Expires Jan. 5, 1981

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. ACKNOWLEDGMENT (For use by Corporation)
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 .....

161838

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

By ..... Deputy

RECORDED August 15 1972 10:32 AM
IN BOOK 54 Oil PAGE 401
FEES 3.00 Lois J. Yahn CLERK
SUBLETTE COUNTY CLERK
by Megaham

When recorded return to

[redacted] [redacted] [redacted]

REPORT NO. 11-1-83 [illegible]-77

RELEASE AND QUITCLAIM OF OIL AND GAS LEASE

NOW ALL MEN BY THESE PRESENTS:

THAT CONTINENTAL OIL COMPANY, A DELAWARE CORPORATION, DOES HEREBY RELEASE, RELINQUISH, SURRENDER, AND QUITCLAIM TO THE RESPECTIVE LESSORS OF THE LEASES, THEIR HEIRS, SUCCESSORS AND ASSIGNS, ALL OF ITS RIGHT, TITLE AND INTEREST IN AND TO THE FOLLOWING DESCRIBED OIL AND GAS LEASE(S) COVERING LANDS SITUATED IN SUBLETTE COUNTY OR PARISH, STATE OF WY. , SUCH LEASES BEING RECORDED AS INDICATED BELOW IN THE RECORDS OF SAID COUNTY OR PARISH IN WHICH OIL AND GAS LEASES ARE RECORDED.

CONTINENTAL FILE NUMBER	LESSOR(S)	RECORDED VOLUME PAGE
19672e-CT	ROBERT L. MILLER, ETUX	[illegible]

LOT 4, SESW 31-34N-110W; LOTS 1,2,3,4,5,6,7, S/2NE, SENW, E/2SW, E/2SE 6-34N-111W; LOT 1, SENE, E/2SE 1-34N-112W; LOTS 3,4, E/2W, NW 30; LOTS 1,2,3,4, E/2W/2, W/2E/2, SENE, E/2SE 25-35N-111W; E/2SE 29-35N-112W

161839

RECORDED August 15 1977 10:30 AM
IN BOOK 54 OF Q PAGE 403
FEES 4.75 Lois D Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by MGaukann

RELEASE AND QUITCLAIM OF OIL AND GAS LEASE

EXECUTED THIS 12th DAY OF July, 1977.

WITNESSES:

CONTINENTAL OIL COMPANY

BY J. W. McReynolds
J. W. McREYNOLDS
ATTORNEY-IN-FACT

STATE OF OKLAHOMA /
/ SS
COUNTY OF KAY /

ACKNOWLEDGMENT FOR USE IN STATES OF:
AL AK AR CA CO FL IL IN KS KY LA MI MS
MO NV NM NC ND OH OK SC SD TX UT WY

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY, AND STATE, PERSONALLY APPEARED J. W. McREYNOLDS, TO ME PERSONALLY KNOWN AND KNOWN TO ME TO BE THE ATTORNEY-IN-FACT OF AND WHO EXECUTED THE WITHIN INSTRUMENT IN SAID CAPACITY ON BEHALF OF CONTINENTAL OIL COMPANY, A DELAWARE CORPORATION, THE CORPORATION DESCRIBED THEREIN, AND BEING FIRST DULY SWORN, DID SAY AND ACKNOWLEDGE TO ME THAT HE VOLUNTARILY EXECUTED THE SAME IN SAID CAPACITY IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 12th DAY OF July, 1977

Margery P. Rutledge
NOTARY PUBLIC IN AND FOR KAY COUNTY, OKLAHOMA (SIGNATURE)

MARGERY P. RUTLEDGE
NOTARY NAME (TYPED OR PRINTED)

PONCA CITY, OKLAHOMA
NOTARY RESIDENCE (TYPED OR PRINTED)

MY COMMISSION EXPIRES AUG. 5, 1979

[redacted] [redacted] [redacted]

46

ASSIGNMENT OF OVERRIDING ROYALTY

Kinkaid Printing, 236 W. 1st St., Casper, Wyoming

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, ~~we~~, MARK J. DAVIS
P. O. Box 355, Casper, Wyoming 82602, assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 66-1599,
and covering land situate in Sublette County, Counties, described as follows:

Township 27 North, Range 103 West, 6th P.M.
Section 16 All

RECORDED August 15, 1977 10:30 A.M.
IN BOOK 57 Misc PAGE 406
FEES 3.00 Grace D. Clarke-COUNTY CLERK
SUBLETTE COUNTY CLERK
by M. Graham

and containing 640.0 acres more or less, for and in consideration of the sum of Ten or more & 00/100 Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto
Laverne J. Davis
of 2355 E. 3rd St., Casper, Wy 82601, assignee, ~~all rights, title and interest of assignor in and to said lease as it covers the following described land~~ an overriding royalty of one and one-half (1½%) in and under the following described lands:

16181-1

Township 27 North, Range 103 West, 6th P.M.
Section 16: All

and containing 640.0 acres, more or less, ~~reserving, however, unto assignor~~ subject to that certain Assignment dated August 30, 1967 between MARK J. DAVIS and WOLF LAND CO. and conforming to all stipultaions and agreemants contained therein.

TO HAVE AND TO HOLD unto the said Laverne J. Davis, 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 28th day of July, 1977.

WITNESS:

Mark J. Davis
MARK J. DAVIS Assignor-Lessee

By
President

Attest:

(SEAL)
Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of ARIZONA
County of MARICOPA } ss.

On this 28th day of July, A. D. 19 77, before me personally appeared Mark J. Davis 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 28th day of July, A. D. 19 77.

(SEAL)

Leslie Kossack
Notary Public Leslie Kossack

My Commission expires: 10/15/77

ACKNOWLEDGEMENT (For use by Corporation)

State of
County of } ss.

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

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

(SEAL)
Notary Public

My Commission expires:

Assignment approved by Board of Land Commissioners:

Assignment recorded in the Office of the Commissioner of Public Lands:

(Fee for recording this form of assignment is $10.00. If other terms are desired incorporated in the assignment a special form should be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

[redacted] [redacted] [redacted]

ASSIGNMENT OF OPERATING RIGHTS

This Assignment of Operating Rights, made and entered into this the 1st day of July, 1977, by and between:

BRINKERHOFF DRILLING COMPANY, INC.
600 Denver Club Building
Denver, Colorado 80202

hereinafter referred to as "ASSIGNOR", and

Zach K. Brinkerhoff, Jr. - 63 1/3%
601 Denver Club Building
Denver, Colorado 80202

M. H. Brinkerhoff - 15%
601 Denver Club Building
Denver, Colorado 80202

RWB Oil Corporation - 15%
601 Denver Club Building
Denver, Colorado 80202

Brinkerhoff Enterprises, Ltd. - 6 2/3%
(a Partnership)
601 Denver Club Building
Denver, Colorado 80202

hereinafter referred to as "ASSIGNEE(S)",

WITNESSETH:

WHEREAS, ASSIGNOR is holder of Operating Rights in the following Oil and Gas Leases covering certain lands situated in Sublette County, Wyoming, to-wit:

Lease:

SEE ATTACHED EXHIBIT "A" LEASE SCHEDULE

161842

RECORDED August 15 1977 10:30 AM
IN BOOK 54 Oil & Gas PAGE 407
FEES 6.25 Lois J. Yoder COUNTY CLERK
SUBLETTE COUNTY CLERK
by M Gaukler

NOW, therefore, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration to ASSIGNOR in

hand paid by ASSIGNEE(S), the full receipt and sufficiency of which is hereby acknowledged and confessed, it is understood and agreed by and between the parties hereto as follows:

I.

ASSIGNOR does hereby give, grant, convey and assign unto ASSIGNEE(S), in the percentages shown above for each, all of its interest in and to those leases and lands specifically described above as to all rights and privileges pertaining to the right to drill and operate in and on the above described lands for the discovery and production of oil and gas, or either of them, in all zones and formations down to and including, but not below 3,800 feet from the surface of the earth and its stratigraphic equivalent, together with the right to take and appropriate, for ASSIGNEE(S)' own use and benefit, all oil and gas lying in zones or formations down to and including, but not below 3,800 feet from the surface of the earth and its stratigraphic equivalent, subject to the terms and provisions of this agreement and of the above described Oil and Gas Leases for and during the term of said Oil and Gas Leases and any and all renewals and extensions thereof and for the full terms of any exchange or other lease obtained pursuant thereto and any and all extensions and renewals thereof.

II.

This Assignment is made subject to the terms and conditions of all prior agreements and assignments pertaining to the hereindescribed lands.

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

ATTEST:

E. R. Firmine, Assistant Secretary

BRINKERHOFF DRILLING COMPANY, INC.

By: W. C. Burns

W. C. Burns, Vice President

ACKNOWLEDGMENT

STATE OF: COLORADO)
) SS.
COUNTY OF: DENVER)

On July 1, 1977, before me personally came the above named W. C. Burns (who being by me duly sworn, did say that he is the Vice President of Brinkerhoff Drilling Company, 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: September 7, 1977

Jeannette B. Wilson

Notary Public Jeannette B. Wilson
Residing at: Denver, Colorado

13-77-8
REVISED 8-1-52

TATLOCK'S

LEASE SCHEDULE

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

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	ACRES	RECORDED BOOK	RECORDED PAGE
W-171	Arthur C. Homer and Beverly P. Homer	Belco Petroleum Corporation	01-12-54	Township 29 North, Range 112 West, 6th P.M. Section 7: Lots 1,2,3,4, N½NE¼, E½NW¼, NE¼SW¼ Township 29 North, Range 113 West, 6th P.M. Section 12: NE¼, N½SE¼	492.72		
W-172	Enger K. Chrisman, et al	Belco Petroleum Corporation	07-01-54	Township 29 North, Range 112 West, 6th P.M. Section 18: Lots 1,2, E½NW¼ Township 29 North, Range 113 West, 6th P.M. Section 12: S½SE¼	186.06		
W-170	USA W-16770	Belco Petroleum Corporation	12-1-4	Township 29 North, Range 112 West, 6th P.M. Section 6: Lot 5, SE¼NW¼, S½NE¼, NW¼SE¼ All of the above acreage covers Operating Rights from the surface of the ground down to a depth of 3,720'.	173.61		
W-170	USA W-16770	Belco Petroleum Corporation	12-1-48	Township 30 North, Range 112 West, 6th P.M. Section 31: Lots 3, 4, E½SW¼, SE¼ Covers Operating Rights from the surface of the ground down to a depth of 3,800'.	267.73		

[redacted] ASSIGNMENT OF OVER[redacted]G ROYALTY AFFECTING [redacted]

UNITED STATES OIL AND GAS LEASE W-45829

DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, That Wm. J. A. Johnson, 3895 South Poplar St., 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
Paul Messinger & Co., a Partnership	7654 East Lakecliff Way The Pinery Parker, Colorado 80134	1%

161955

RECORDED August 3rd 1977 9:00 A M

IN BOOK 54 C + G 410

FEES $3.00 David Lyle CLERK

SUBLETTE CO.

by Peg Cooney

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

Township 34 North, Range 108 West, 6th P.M.
Sec. 16: W½; SE¼
Sec. 21: E½
Sec. 22: W½; SE¼
Sec. 32: Lot 5
Sec. 33: Lots 1,2,3
Sec. 34: Lot 4; SE¼NW¼; NE¼SW¼; N½SE¼
Sec. 35: S½NW¼; NW¼SW¼

Containing 1739.51 acres, more or less.

WITNESS our hands this 2nd day of August, 19 77

Witnesses:

.....

.....

Wm. J. A. Johnson

STATE OF COLORADO }
COUNTY OF DENVER } ss.

On the 2nd day of August, 19 77, before me personally appeared Wm. J. A. Johnson the signor..... of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires:

April 8, 1978

Notary Public

Residing in Denver, Colorado

410

Form No. LNH-2

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

411

Prairie Publishing Co.
Casper, Wyoming

W-7420-A

This Overriding Royalty Assignment, made this 4th day of August, 19 77, by and between

Esther Chorney

whose address is 380 So. Niagara, Denver, Colorado 80222

hereinafter called Lessee; and Raymond Chorney

401 Lincoln Tower Bldg., 1860 Lincoln Street, Denver, Colorado 80295

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 9-1, 19 67

bearing Serial No. W-7420-A, of the U. S. Land & Survey Office, at Cheyenne, Wyoming

which lease, in so far as covered by this Royalty Assignment, contains the following described lands (hereinafter referred to as said lands), situated in

Sublette County, State of Wyoming, towit:

Township 34 North, Range 114 West
Sec. 20: E½
Containing 320.00 acres, m/l

163960

RECORDED August 22 1977 9:00 M
IN BOOK 52 O+G 411
FEES $2.00 Doris Y Gabbert COUNTY CLERK
SUBLETTE CO. WYOMING

NOW, Therefore, in consideration of the premises and the sum of 10.00 Dollars, and other valuable consideration, receipt whereof is hereby acknowledged, the undersigned, Lessee, hereby sells, conveys, transfers, assigns and sets over unto Assignee, his heirs and assigns, an overriding royalty interest of one and one-half percent (1½%)

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 hereon, whether under said serial number or a new serial number, and whether issued to Lessee or Lessee's successors or assigns.

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

Esther Chorney

Lessee

STATE OF COLORADO)
CITY &)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by

ESTHER CHORNEY

this 4th day of August, 19 77.

Witness my hand and official seal.

My Commission Expires:

July 15, 1978

Notary Public

Form No. LNH-[redacted] ASSIGNMENT OF OVE[redacted] ROYALTY INTEREST IN U. S. OI[redacted]AS LEASE [redacted] Prairie Publishing Co. Casper, Wyoming

W-7419-A

This Overriding Royalty Assignment, made this 4th day of August, 19 77, by and between

Esther Chorney

whose address is 380 So. Niagara, Denver, Colorado 80222

hereinafter called Lessee; and, Raymond Chorney

401 Lincoln Tower Bldg., 1860 Lincoln Street, Denver, Colorado 80295

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 9-1, 19 67

bearing Serial No. W-7419-A, of the U. S. Land & Survey Office, at Cheyenne, Wyoming

which lease, in so far as covered by this Royalty Assignment, contains the following described lands (hereinafter referred to as said lands), situated in

Sublette County, State of Wyoming, towit:

Township 34 North, Range 114 West
Sec. 9: All
Containing 640.00 acres, m/l

161961

RECORDED August 22 1977 2:00 P.M.
IN BOOK 52 PAGE 412
FEES $3.00 Doris J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Peg Carney

NOW, Therefore, in consideration of the premises and the sum of 10.00 Dollars, and other valuable consideration, receipt whereof is hereby acknowledged, the undersigned, Lessee, hereby sells, conveys, transfers, assigns and sets over unto Assignee, his heirs and assigns, an overriding royalty interest of one and one-half percent (1½%)

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.

Lessee

STATE OF COLORADO)
CITY &)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by

ESTHER CHORNEY

this 4th day of August, 19 77.

Witness my hand and official seal.

My Commission Expires:

July 15, 1978

Notary Public

112

413

PRODUCERS 88-CS

OIL AND GAS LEASE

KINTZEL - CASPER

AGREEMENT, Made and entered into this 28th. day of March, 1977
by and between Priscilla Miller, a widow and single woman
Big Piney, Wyoming 83113

Party of the first part, hereinafter called lessor (whether one or more) and
Timothy J. Drew Casper, Wyoming 82601 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 29 NORTH, RANGE 112 WEST
Section 7: S½NE¼, SE¼SW¼, SE¼
Section 8: W½NW¼, SW¼
Section 17: NW¼NW¼
Section 18: N½NE¼, SW¼NE¼

and containing -680- 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 28th. 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 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 ***Sixhunderedeighty 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 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 [redacted] whole or in part, shall as to the extent of such [redacted] not relieve and discharge the lessee of all obligations thereunder.

[redacted] [redacted] [redacted]

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State [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, 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 every 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 lessees named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

..... (SEAL)

..... (SEAL)

..... (SEAL)

..... (SEAL)

..... (SEAL)

..... (SEAL)

..... (SEAL)

..... (SEAL)

x .....

Priscilla Miller

Social Security No.

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 1977

..... 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 .....

No. of acres .....

Term .....

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

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

..... County Clerk—Register of Deeds.

By .....

Deputy.

When Recorded
Return to .....

.....

.....

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

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

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

....., to me personally known, who, being by me duly sworn, did say that he is .....

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

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

My Commission Expires

.....

Notary Public

415

ADDER

Miller Lease

1. Location site for any well location on leased premises shall not exceed one acre.

2. Upon completion of drilling any and all wells, drilling mud pits, location site and roads across meadow shall be restored to as near as possible to their original condition and re-seeded.

3. Lessee shall pay $1.00 per rod for roadway right-of-way.

4. Lessee shall fence both sides of roadways and location sites.

5. Lessee shall pay surface owner $500.00 per location site.

6. Winter drilling only - October 15 to March 1.

7. If any irrigation ditches are disturbed, all will be constructed to carry water as to the original contour.

Initialed for Identification

RECORDED August 23 19 27 9:45 A.M.
IN BOOK 54 of Misc PAGE 413
FEES 6.00 Vera J Yake COUNTY CLERK
DEPUTY COUNTY CLERK
by Peg Carney

161953

[redacted] [redacted] [redacted]

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 28th. day of March, 19 77

by and between Priscilla Miller, Guardian of: Kathleen Anne Miller, Patricia Mildred Miller and Matthew Daniel Miller, minors.

Of: Big Piney, Wyoming 83113

Party of the first part, hereinafter called lessor (whether one or more) and

Timothy J. Drew Casper, Wyoming 82001 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 29 NORTH, RANGE 112 WEST
Section 7: S½NE¼, SE¼SW¼, SE¼
Section 8: W½NW¼, SW¼
Section 17: NW¼NW¼
Section 18: N½NE¼, SW¼NE¼

-630-

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 28th. day of March, 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 ***Sixhundredeighty 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 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 [illegible]

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 land, 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 Priscilla Miller, Guardian of: Kathleen Anne Miller, Patricia Mildred Miller and Matthew Daniel Miller (SEAL)

Tax ID#

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 Priscilla Miller and ..., to me known to be the identical person ..., described in and who executed the within and foregoing instrument of writing and acknowledged to me that ... 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 ... Wyoming

Notary Public

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

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

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

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

My Commission Expires ...

Notary Public

OIL AND GAS LEASE

FROM ...

TO ...

Dated ..., 19...

Lot ... Block ... Addition ...

Section ... Township ... Range ...

County ...

Term ...

No. of acres ...

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

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

By ..., County Clerk—Register of Deeds.

Deputy.

When Recorded Return to ...

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

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

[redacted] [redacted] [redacted]

[redacted]

C

Miller Lease

1. Location site for any well location on leased premises shall not exceed one acre.

2. Upon completion of drilling any and all wells, drilling mud will be removed, location site and roads across meadow shall be restored to as near as possible to their original condition and re-seeded.

3. Lessee shall pay $1.00 per rod for roadway right-of-way.

4. Lessee shall fence both sides of roadways and location site.

5. Lessee shall pay surface owner $500.00 per location site.

6. Winter drilling only - October 15 to March 1.

7. If any irrigation ditches are disturbed, all will be consturcted to carry water as to the original contour.

Initialed for identification

RECORDED August 23 1977 9:45 AM
IN BOOK 54 OF C PAGE 416
FEES 6.00 John J Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Peg Cooney

161996

PRODUCERS 88CS

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 29th. day of March, 19 77
by and between The First Wyoming Bank, Trustee under the Fear Family Trust, dated December 5th. 1963, recorded Book 22 page 13, Sublette County, Wyoming, Kemmerer, Wyoming

Party of the first part, hereinafter called lessor (whether one or more) and Timothy J. Drew P.O. Box 1801 Casper, Wyoming 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 29 NORTH, RANGE 114 WEST

Section 3: S½SE¼

and containing -80-

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 part of such oil 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 29th. day of March, 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 Wyoming 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 ***Onehundredsixty and 00/00 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, 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 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 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 recording 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 any 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 affect this lease in so far as it covers a part or parts of said lands which the lessee or any assignee thereof shall make due payment of rentals as to the whole or in part, shall as to the extent of such [redacted] relieve and discharge the [redacted]

[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 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 assigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

The First Wyoming Bank: (SEAL) [signature] (SEAL)

Trust Officer (SEAL) (SEAL)

Trustee under the Fear Family Trust (SEAL) (SEAL)

Dated: December 5, 1963 (SEAL) Tax I.D.# 83 6004592 (SEAL)

STATE OF Wyoming } ss.
COUNTY OF Lincoln

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 May, 19 77, personally appeared Edythe L. Barp, Kenneth Fear and Clifton Fear, Sr., 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 22, 1979

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 } 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 .....

161991

STATE OF Wyoming } ss.
COUNTY OF Lincoln

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this 17 day of May, 1977, before me appeared Vellamo Carera, to me personally known, who, being by me duly sworn, did say that she is Trust Officer President of First Wyoming Bank, N.A. - Kemmerer, 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 Vellamo Carera 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.

RECORDED August 23 1977 4:19
IN BOOK 541, 819
FILE 4/5 Dacia Yates
Lincoln County Clerk

My Commission Expires
March 22, 1979

Notary Public

120

Alt. Plse Book 12, Page 628

421

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)

Patricia R. Pfenning
Name
P. O. Box 1527
Street
Cheyenne, WY 82001
City State Zip Code

W 54162
(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. 29 N., R. 114 W., 6th Prin. Mer.
Section 21: All
Section 28: All
Section 29: All

U. S. Geological Survey reports lands in lease were not within a known Geologic Structure on MAR 26 1976

Containing a total of	**1920.00**	acres	Annual Rental	$ **960.00**

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

Effective date of lease: APR 1 1976

THE UNITED STATES OF AMERICA

By _____
(Signature of Signing Officer)

Chief, Oil &
Gas Section
(Title)

MAR 31 1976
(Date)

RECORDED August 24 1977 10:20 A.M.
IN BOOK 54 Oil & Gas PAGE 421
FEES 7.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Peg Carney

162021

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

Area Oil and Gas Supervisor or
District Engineer *(Address, include zip code)*

P. O. [illegible]
CASPER, WY [illegible]

Management Agency *(name)*

BUREAU OF L[illegible]ENT
P. O. BOX [illegible]
ROCK SPRINGS, WY [illegible]

Address *(include zip code)*

1. Notwithstanding any provision of this lease to the contrary, any drilling, construction, or other operation on the leased lands that will disturb the surface thereof or otherwise affect the environment, hereinafter called "surface disturbing operation," conducted by lessee shall be subject, as set forth in this stipulation, to prior approval of such operation by the Area Oil and Gas Supervisor in consultation with appropriate surface management agency and to such reasonable conditions, not inconsistent with the purposes for which this lease is issued, as the Supervisor may require to protect the surface of the leased lands and the environment.

2. Prior to entry upon the land or the disturbance of the surface thereof for drilling or other purposes, lessee shall submit for approval two (2) copies of a map and explanation of the nature of the anticipated activity and surface disturbance to the District Engineer or Area Oil and Gas Supervisor, as appropriate, and will also furnish the appropriate surface management agency named above, with a copy of such map and explanation.

An environmental analysis will be made by the Geological Survey in consultation with the appropriate surface management agency for the purpose of assuring proper protection of the surface, the natural resources, the environment, existing improvements, and for assuring timely reclamation of disturbed lands.

3. Upon completion of said environmental analysis, the District Engineer or Area Oil and Gas Supervisor, as appropriate, shall notify lessee of the conditions, if any, to which the proposed surface disturbing operations will be subject.

Said conditions may relate to any of the following:

(a) Location of drilling or other exploratory or developmental operations or the manner in which they are to be conducted;

(b) Types of vehicles that may be used and areas in which they may be used; and

(c) Manner or location in which improvements such as roads, buildings, pipelines, or other improvements are to be constructed.

Form 3109–5 (August 1973)

GPO 849 • 258

[redacted] [redacted] [redacted]

No occupancy or other surface disturbance will be allowed within 500' of Spring and South Piney Creeks. This distance may be modified when specifically approved in writing by the District Engineer, Geological Survey, with the concurrence of the District Manager, BLM.

No occupancy or other surface disturbance will be allowed on slopes in excess of 40 perent, without written permission from the District Engineer, Geological Survey, with the concurrence of the District Manager, BLM.

Form 4-1175
(December 1960)

Facsimile Reproduction
Denver Graphics Corp.
500 Evans Ave
Cheyenne, Wyo. 82001

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Numoer
W-54162

Effective Date of Base Lease
April 1, 1976

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

to: A. G. Andrikopoulos, a single man
(Name)
P. O. Box 788 - Cheyenne, Wyoming 82001
(Address)

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

1. Lands affected by this assignment: Sublette County, Wyoming
Township 29 North, Range 114 West, 6th P.M.
Section 21: All
Section 28: All
Section 29: All
Containing 1920.00 acres, more or less

162022

RECORDED August 24 1976 10:30 A.M.
IN BOOK 34 D+C PAGE 425
FEES 4.50 Jacy J Lyke COUNTY CLERK
SUBLETTE COUNTY CLERK
by Peg Carney

2. Interest of assignor in above-described lands 100%

3. Extent of interest conveyed to assignee 100%

4. Overriding royalty or production payments reserved herein to assignor *(State percentage only) (See Item 4 of Instructions)*

Five Percent (5%) of One Hundred Percent (100%)

5. Overriding royalties or production payments previously reserved *(State percentage only)* None

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

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

Executed this 6th day of May, 19 76.

(Assignor's signature)
PATRICIA R. PFENNING
P. O. Box 1527 - Cheyenne, WY 82001
(Address)

Assignment approved effective: JUL 1 1976
JUN 28 1976
(Date)

THE UNITED STATES OF AMERICA
By Harold G. Stinchcomb
(Signing Officer)
(Title)

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

[redacted] [redacted] [redacted]

REQUEST FOR APPROVAL OF ASSIGNMENT

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

1. Assignee is 21 years of age or over, and is a citizen of the United States: ☑ Native Born ☐ Naturalized

2. Assignee is a corporation or other legal entity *(specify kind)* _____

and is qualified to take this assignment as shown by statements attached hereto. *(See Item 2 of Instructions)*

3. 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.

4. Assignee ☑ is ☐ is not the sole party in interest in this assignment. *(If assignee is not the sole party in interest, information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions.)*

5. Amount remitted: Filing fee, $10.

The assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the signing officer of the Bureau of Land Management.

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

Executed this _____ day of _____, 19____.

This form is submitted in lieu of official Form 4-1175 and contains all of the provisions thereof as of the date of filing of this Assignment.

A. G. ANDRIKOPOULOS
(Assignee's signature)

P. O. BOX 785
CHEYENNE, WYO. 82001
(Address)

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 14 day of May, 19 76, personally appeared Patricia R. Pfenning

and _____

_____, to 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 3-17-78

Notary Public

INSTRUCTIONS

1. *Use of Form.* This form is to be used *only* for assignment of record title interests in oil and gas leases. It is *not to be used* for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take *effect* as of the first day of the lease month following the date of filing in the proper Land Office of three original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments must be filed within 90 days from date of final execution and each must be accompanied by a filing fee of $10. Any assignment not accompanied by the required fee will *not* be accepted for filing. An assignment of record title may cover lands in *only one lease*. Where more than one assignment is made out of a lease, a separate instrument of transfer must be filed for *each* assignment.

2. *Qualifications of Assignee.* Assignee must indicate whether a citizen by birth or naturalization. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated, (b) that it is authorized to hold oil and gas leases, (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters, and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. Where such ownership is over 10 percent, additional information may be required by the Bureau of Land Management prior to approval of the assignment. If 20 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there must be full compliance with the regulations 43 CFR 192.42(e) and (f).

3. *Statement of interests.* Assignee must indicate whether or not he is the sole party in interest in the assignment. If assignee is not the sole party to this assignment, the following information must be furnished: (a) the names and nature of the interest of all other interested parties, (b) the nature of the agreement between them, if oral, and, (c) a copy of any written agreement. Any such statement must be signed by all interested parties and include information as to citizenship, and acreage holdings of each interested party.

4. *Overriding Royalties or Payments out of Production.* Any overriding royalties or payments out of production created by the assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of Assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 192.144(b). Oil and gas leases are governed by the regulations 43 CFR, Parts 191 and 192, of which Secs. 192.140--192.145 relate to assignments of such leases or interests therein.

COPY

Form 4-1175
(December 1960)

Facsimile Reproduction
Uncover Graphics Corp
2119 Evans Ave
Cheyenne, Wyo 82001

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number
W-54162

Effective Date of Base Lease
April 1 1976

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

o: William S. Schicktanz
Suite 204 - 555 17th Street (Name)
Denver, Colorado 80202
(Address)

he record title interest in and to such lease as specified below: without warranty of title, either express or implied

1. Lands affected by this assignment: Sublette County, Wyoming
Township 29 North, Range 114 West, 6th P.M.
Section 21: All
Section 28: All
Section 29: All
Containing 1920.00 acres, more or less

he Assignee, its successors or assigns, should, at any time, desire to relinquish said oil gas lease as to all, or any portion, of the above described lands, Assignee, its successors ssigns, shall tender to Assignor only and without additional burdens, a reassignment of said e as to the lands sought to be relinquished to the Assignor (1) at least sixty (60) days r to the time for the payment of the next annual rental under the terms of said lease or any nsion or renewal thereof or (2) at least sixty (60) days prior to the expiration of said e, in the event the same may be extended or renewed. In such event, the Assignor shall accept reassignment within thirty (30) days from the time the same is tendered, failing in which, Assignee, its successors or assigns, shall be free to surrender, or relinquish said lease o such lands. In the event the reassignment is accepted by the Assignor as herein provided, Assignor shall save, hold and protect the Assignee, its successors or assigns, harmless from rentals and liability of whatsoever character subsequently accruing under said lease on accoun he lands covered by said reassignment. In the event Assignee, its successors or assigns, shal to carry out the above provisions, or if it should for any reason fail to pay the annual al, and the lease is thereby terminated or expires, Assignee, its successors or assigns, will to Assignor as the agreed value of the lease, and not as a penalty, a sum of dollars equal he consideration paid by Assignee for said lease.

2. Interest of assignor in above-described lands 100%

3. Extent of interest conveyed to assignee 100%

4. Overriding royalty or production payments reserved herein to assignor *(State percentage only) (See Item 4 of Instructions)*

No Overriding Royalty Reserved Herein

5. Overriding royalties or production payments previously reserved *(State percentage only)* Five Percent (5%) of One Hundred Percent (100%)

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

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

Executed this 26th day of May, 19 76.

162023

RECORDED August 24 1976 10:27 A
IN BOOK 54 Misc 427
FEES 4.50 Lois J Yoke COUNTY CLERK
SUBLETTE COUNTY WYO
by Peg Cairney Deputy

(Assignor's signature)
A. G. ANDRIKOPOULOS, a single man
P. O. Box 788 - Cheyenne, Wyoming 82001
(Address)

Social Security No: 520-30-2123

Assignment approved effective:
AUG 1 1976
(Date)

THE UNITED STATES OF AMERICA
By [signature]
(Signing Officer)
Geo Section
AUG 25 1976
(Title)

Title 18 USC, sec. 1001 makes it a crime for any person knowingly and wilfully to make to any Department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

[redacted] [redacted] [redacted]

REQUEST FOR APPROVAL OF ASSIGNMENT

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

1. Assignee is 21 years of age or over, and is a citizen of the United States: ☒ Native Born ☐ Naturalized

2. Assignee is a corporation or other legal entity *(specify kind)* _____

and is qualified to take this assignment as shown by statements attached hereto. *(See Item 2 of Instructions)*

3. 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.

4. Assignee ☒ is ☐ is not the sole party in interest in this assignment. *(If assignee is not the sole party in interest, information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions.)*

5. Amount remitted: Filing fee, $10.

The assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the signing officer of the Bureau of Land Management.

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

Executed this 23rd day of June, 1976.

This form is submitted in lieu of official Form 4-1173 and contains all of the provisions thereof as of the date of filing of this Assignment.

William S. Schicktanz
(Assignee's signature)

WILLIAM S. SCHICKTANZ
Suite 204 - 555 17th Street
Denver, Colorado 80202 (Address)

STATE OF Wyoming }
COUNTY OF Laramie } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 26th day of May, 19 76, personally appeared A. G. Andrikopoulos, a single man

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

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

My Commission Expires July 15, 1979

Estelle C. Haefele - Notary Public
COUNTY OF LARAMIE STATE OF WYOMING
My commission expires July 15, 1979

Estelle C. Haefele
Notary Public

INSTRUCTIONS

1. *Use of Form.* This form is to be used *only* for assignment of record title interests in oil and gas leases. It is *not to be used* for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take *effect* as of the first day of the lease month following the date of filing in the proper Land Office of three original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments must be filed within 90 days from date of final execution and each must be accompanied by a filing fee of $10. Any assignment not accompanied by the required fee will *not* be accepted for filing. An assignment of record title may cover lands in *only one lease*. Where more than one assignment is made out of a lease, a separate instrument of transfer must be *filed for each* assignment.

2. *Qualifications of Assignee.* Assignee must indicate whether a citizen by birth or naturalization. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated, (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. Where such ownership is over 10 percent, additional information may be required by the Bureau of Land Management prior to approval of the assignment. If 20 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there must be full compliance with the regulations 43 CFR 192.42(e) and (f).

3. *Statement of interests.* Assignee must indicate whether or not he is the sole party in interest in the assignment. If assignee is not the sole party in this assignment, the following information must be furnished: (a) the names and nature of the interest of all other interested parties, (b) the nature of the agreement between them, if oral, and, (c) a copy of any written agreement. Any such statement must be signed by all interested parties and include information as to citizenship, and acreage holdings of each interested party.

4. *Overriding Royalties or Payments out of Production.* Any overriding royalties or payments out of production created by the assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of Assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 192.144(b). Oil and gas leases are governed by the regulations 43 CFR, Parts 191 and 192, of which Secs. 192.140-192.145 relate to assignments of such leases or interests therein.

1398

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

199

FORM APPROVED
OMB NO. 42-R0199

Serial No. W-54162

LAND OFFICE USE ONLY

New Serial No

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

RAINBOW RESOURCES, INC. - 25%
#10 Lakeside Lane
4704 Harlan Street
Denver, Colorado 80212

FARMLAND INTERNATIONAL ENERGY CO. - 50%
1212 First City East Building
Houston, Texas 77002

BARBER OIL EXPLORATION, INC. - 25%
2627 Tenneco Building
Houston, Texas 77002

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective (date) April 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 114 West, 6th P.M.
Section 21: All
Section 28: All
Section 29: All

Containing 1920.00 acres more or less
Sublette County, Wyoming

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

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

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

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) 5% of 8/8ths

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

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

Executed this 28th day of June, 1976

William S. Schicktanz
(Assignor's Signature)

[redacted] SCHICKTANZ
[redacted] 17th Street
[redacted] 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

162024

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

RECORDED August 24 1977 10:30 A.M.
IN BOOK 54 of 9 PAGE 429
FEES 8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Peg Carney

Assignment approved effective AUG 1 1976

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

AUG 25 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

[redacted] [redacted] [redacted] CLAIMANT

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation
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-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 14th day of July, 19 76.

RAINBOW RESOURCES, INC.

(Assignee's Signature)

Charles A. Shear, Vice-President

10 Lakeside Lane
4704 Harlan St.
Denver, Colorado 80212

(Address, include zip code)

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

Corporate Qualifications filed in M-065500

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 14th day of January, 1976

FARMLAND INTERNATIONAL ENERGY COMPANY

By: _____

(Assignee's Signature)

1212 First City East Building
Houston, Texas 77002

(Address, include zip code)

[redacted] [redacted] RT II [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 [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-830

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 14 day of June, 1976

BARBER OIL EXPLORATION, INC.

W. P. Goodson

(Assignee's Signature)

W. P. Goodson, Vice President

2627 Tenneco Building
Houston, Texas 77002
(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 28th day of June, 1976, personally appeared William S. Schicktanz

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

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

My Commission Expires March 31, 1980

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:

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)

C. L. Scribner
817 Old Trail Road
Cheyenne, WY 82001

Name
Street
City
State
Zip Code

W 53107
(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 a producing oil or gas field as of the date of signing hereof by the authorized officer.

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

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

T. 29 N., R. 114 W., 6th Prin. Mer.
Sec. 30: E½

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

Containing a total of	320.00	acres	Annual Rental	$ 160.00

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

Effective date of lease: JAN 1 1976

THE UNITED STATES OF AMERICA

By [signature]
(Signature of Signing Officer)

Acting Chief, Oil & Gas Section
(Title)

December 9, 1975
(Date)

RECORDED August 24 1977 10:2[illegible] AM
IN BOOK 54 Dtg PAGE 433
$7.50 Jan J Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Peg Carney

162625

[redacted] [redacted] [redacted] K CLAIMANT

[redacted]

LE[redacted]'RMS

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, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 20 years, and so long thereafter as oil or gas is produced in paying quantities, subject to any unit or cooperative plan 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:

Bond requirements.—(1) To file any bond required by this lease and pursuant 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 until [illegible] on a bond in a sum double the amount of $[illegible] per acre annual rental but not less than $1,000 nor more than $10,000 [illegible] the inclusion of any part of the leased land within the geologic structure of a producing oil or gas field [illegible] prior to beginning of drilling operations and maintain such bond until thereafter as required by the Secretary a bond in the penal sum of $[illegible],000 with approved corporate surety or deposit of United States bonds as surety therefor [illegible] compliance with the terms of this lease unless a bond in like amount is already being maintained or unless such a bond executed by an operator of the lease is accepted. (3) to file a additional 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 it 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.

Cancellation of lease from [illegible].—Within 30 days of demand, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration date of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable modification of the plan for the development and operation of the area, field, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States. [illegible] 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, except at a royalty rate, or as to which the royalties and [illegible] into different from those of this lease until [illegible] any part of such drainage and production, with the consent of the Director of the Geological Survey, to compensate the United States each month for the estimated loss of royalty through drainage in the amount determined by said Director [illegible] of the lessee, to drill and produce other wells necessary to conform with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated that is authorized and sanctioned by applicable law or by the Secretary of the Interior, and (2) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased lands may be properly and timely developed and produced in accordance with good operating practice.

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

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

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(i) For each lease year a rental of 50 cents per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(i) Beginning with the first lease year after 90 days notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.

(ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalties.—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 of 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, 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 in the 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 may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control. (4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary or advisable to do so in order to promote development, or that the lease cannot be successfully operated under the terms hereof.

Payments.—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the proper office of the Bureau of Land Management at the close of business on the [illegible] on the regulation 43 CFR 3103.2. If there is a well on the leased lands capable of producing oil or gas in paying quantities, the lessee, in order to extend the lease at or before the expiration of the primary term thereof, shall [illegible] commence the drilling operations for the resumption of production in accordance with the provisions of law. However, if the time for payment falls on a day when the proper office is not open for business, payment may be made on the next business day with the same force and effect as if made on the anniversary date. The date of receipt at the Geological Survey at [illegible] as evidenced by the records of the Geological Survey, will be considered the date of payment. [illegible] and the payment of the rentals or royalties [illegible] Unless otherwise provided [illegible] and costs.

(b) [illegible] keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the supervisor of all wells drilled on the leased lands, and an accurate 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.

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 conservation of the leased lands or to any matter under the lease. All information obtained [illegible] any such inspection upon the request of the lessee shall not be open to inspection by the public until the expiration of the lease.

[illegible] for expenses reasonably [illegible] and protecting the well [illegible] operations (because it is granted by the lessor [illegible] operations in accordance with approved [illegible] regard for the [illegible] of waste of oil [illegible] to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, to the preservation of [illegible] energy, for the prevention and conservation of the property [illegible] future productive operations, and for the health and safety of workmen and employees, to plug properly and effectively all wells drilled on the premises in accordance with the provisions of the [illegible] any such lease or permit upon which the right to this [illegible] was based before [illegible] the same, to carry out [illegible] of the lessor all reasonable orders of the lessor relative to [illegible] operations on the premises, and that on failure of the lessee so to do the lessor shall have the right to enter on the premises and to accomplish the purposes of such orders at the lessee's cost and expense. That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(c) [illegible] 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 land hereunder, or other taxable property, or assets of the lessee, or upon all workmen employed by lessee, including complete freedom of purchase [illegible] to pay all wages in cash [illegible] and employees at not [illegible] each month in the lawful money of the United States.

(d) *Preference right to lease.*—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.

(e) *Assignments of oil and gas leases 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.

(f) *Pipelines to purchase [illegible] on 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).

(g) *Lands patented with oil and gas [illegible] 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 prescribed by the laws respecting such lands or gas.

(h) *Surrendered land.*—If any of the land included in this lease is embraced in an application filed with the proper land office for the exploration, development, and production of the deposits of oil or gas therein, to waive the preference right to a lease of the land applied for, as to such land, as provided by the act of August 8, 1946 (60 Stat. 950; 30 U.S.C. sec. 226), and to accept a lease therefor at the royalty, rental, and upon the terms and conditions specified in the act, unless otherwise provided by regulations in force at the date of the filing of the application.

(i) *Right to take [illegible] needed for [illegible] operations.*—To grant to the lessee, or to acquire and grant, such rights-of-way or easements [illegible] as may be necessary for the purposes of this lease, upon the payment of such damages as may be occasioned thereby to crops, buildings, and improvements of the surface owner resulting from such grant to the lessee [illegible] and other excavations, [illegible] 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 interest.*—When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

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

Surrender [illegible] reversion.—To deliver up to the lessor in good order and condition the land leased including all improvements thereon [illegible] for the preservation of producing wells.

Sec. 3. The lessor reserves:

Easements and rights-of-way.—The right to permit for use of [illegible] 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 [illegible] 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.

Disposal of surface resources.—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) *Unlawful interests.*—Full power and authority to promulgate and enforce all orders necessary to insure the sale and 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 amount required by the lessor, at any point on the leased premises or in the area covered 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 without unnecessary 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) *Carriage.*—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 or 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, machinery or equipment which is used by the lessee [illegible] necessary for use in preserving or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of forfeiture shall not prevent the cancellation or forfeiture of this lease for any other cause or for the same cause occurring at any other time.

Sec. 8. [illegible]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

Area Oil and Gas Supervisor or
District Engineer *(Address, include zip code)*

GEOLOGICAL SURVEY
P. O. BOX [illegible]
CASPER, WY [illegible]1

Management Agency *(name)*

BUREAU OF LAND MANAGEMENT
P. O. BOX 1869
ROCK SPRINGS, WY 82901

Address *(include zip code)*

1. Notwithstanding any provision of this lease to the contrary, any drilling, construction, or other operation on the leased lands that will disturb the surface thereof or otherwise affect the environment, hereinafter called "surface disturbing operation," conducted by lessee shall be subject, as set forth in this stipulation, to prior approval of such operation by the Area Oil and Gas Supervisor in consultation with appropriate surface management agency and to such reasonable conditions, not inconsistent with the purposes for which this lease is issued, as the Supervisor may require to protect the surface of the leased lands and the environment.

2. Prior to entry upon the land or the disturbance of the surface thereof for drilling or other purposes, lessee shall submit for approval two (2) copies of a map and explanation of the nature of the anticipated activity and surface disturbance to the District Engineer or Area Oil and Gas Supervisor, as appropriate, and will also furnish the appropriate surface management agency named above, with a copy of such map and explanation.

An environmental analysis will be made by the Geological Survey in consultation with the appropriate surface management agency for the purpose of assuring proper protection of the surface, the natural resources, the environment, existing improvements, and for assuring timely reclamation of disturbed lands.

3. Upon completion of said environmental analysis, the District Engineer or Area Oil and Gas Supervisor, as appropriate, shall notify lessee of the conditions, if any, to which the proposed surface disturbing operations will be subject.

Said conditions may relate to any of the following:

(a) Location of drilling or other exploratory or developmental operations or the manner in which they are to be conducted;

(b) Types of vehicles that may be used and areas in which they may be used; and

(c) Manner or location in which improvements such as roads, buildings, pipelines, or other improvements are to be constructed.

Form 3109–5 (August 1973)

GPO 849-258

No occupancy or other surface disturbance will be allowed on slopes in excess of 40 percent, without written permission from the District Manager, BLM.

Form 4-1123
(December 1960)

Furnished (Specification) by
Denver Graphics Corp.
1 Evans Ave
Cheyenne, Wyo. 82001

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number
W-53107

Effective Date of Base Lease
Jan 1 1976

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

To: William S. Schicktanz
Suite 204 - 555 17th Street (Name)
Denver, Colorado 80202
(Address)

ne record title interest in and to such lease as specified below: without warranty of title, either express or implied

. Lands affected by this assignment: Sublette County, Wyoming
Township 29 North, Range 114 West, 6th P.M.
Section 30: E½
Containing 320.00 acres, more or less

he Assignee, its successors or assigns, should, at any time, desire to relinquish said oil gas lease as to all, or any portion, of the above described lands, Assignee, its successors ssigns, shall tender to Assignor only and without additional burdens, a reassignment of said e as to the lands sought to be relinquished to the Assignor (1) at least sixty (60) days to the time for the payment of the next annual rental under the terms of said lease or any nsion or renewal thereof or (2) at least sixty (60) days prior to the expiration of said e, in the event the same may be extended or renewed. In such event, the Assignor shall accep reassignment within thirty (30) days from the time the same is tendered, failing in which, Assignee, its successors or assigns, shall be free to surrender, or relinquish said lease o such lands. In the event the reassignment is accepted by the Assignor as herein provided, Assignor shall save, hold and protect the Assignee, its successors or assigns, harmless from rentals and liability of whatsoever character subsequently accruing under said lease on accou he lands covered by said reassignment. In the event Assignee, its successors or assigns, sha to carry out the above provisions, or if it should for any reason fail to pay the annual al, and the lease is thereby terminated or expires, Assignee, its successors or assigns, will to Assignor as the agreed value of the lease, and not as a penalty, a sum of dollars equal he consideration paid by Assignee for said lease

2. Interest of assignor in above-described lands 100%

3. Extent of interest conveyed to assignee 100%

4. Overriding royalty or production payments reserved herein to assignor *(State percentage only) (See Item 4 of Instructions)*

Five Percent (5%) of One Hundred Percent (100%)

5. Overriding royalties or production payments previously reserved *(State percentage only)* None

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

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

Executed this 21st day of May, 19 76.

162026

(Assignor's signature)

C. L. Scribner
817 Old Trail Road - Cheyenne, WY 82001
(Address)

Social Security No: 505-32-2512

RECORDED August 24 1977 10:30 AM
IN BOOK 57 019 PAGE 437
FEES 4.50 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Peg Carney

THE UNITED STATES OF AMERICA

Assignment approved effective:

AUG 1 1976
(Date)

By Glenn W. Hanc
Chief, Oil & Gas Section (Signing Officer)

AUG 2 3 1976
(Title)

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

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

REQUEST FOR APPROVAL OF ASSIGNMENT

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

1. Assignee is 21 years of age or over, and is a citizen of the United States: ☒ Native Born ☐ Naturalized

2. Assignee is a corporation or other legal entity *(specify kind)* _____

and is qualified to take this assignment as shown by statements attached hereto. *(See Item 2 of Instructions)*

3. 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.

4. Assignee ☒ is ☐ is not the sole party in interest in this assignment. *(If assignee is not the sole party in interest, information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions.)*

5. Amount remitted: Filing fee, $10.

The assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the signing officer of the Bureau of Land Management.

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

Executed this 23rd day of June, 19 76.

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.

William J. Schicktanz
(Assignee's signature)

WILLIAM S. SCHICKTANZ
Suite 804 - 555 17th Street
Denver, Colorado 80202 (Address)

STATE OF Wyoming }
COUNTY OF Laramie } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 21st day of May, 1976, personally appeared C. L. Scribner

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

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

My Commission Expires May 17, 1979

Gale O. Kelly
Notary Public

My commission expires May 17, 1979

INSTRUCTIONS

1. *Use of Form.* This form is to be used *only for* assignment of record title interests in oil and gas leases. It is *not to be used* for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take *effect* as of the first day of the lease month following the date of filing in the proper Land Office of three original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments must be filed within 90 days from date of final execution and each must be accompanied by a filing fee of $10. Any assignment not accompanied by the required fee will not be accepted for filing. An assignment of record title may cover lands in *only one lease*. Where more than one assignment is made out of a lease, a separate instrument of transfer must be *filed for each* assignment.

2. *Qualifications of Assignee.* Assignee must indicate whether a citizen by birth or naturalization. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated, (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. Where such ownership is over 10 percent, additional information may be required by the Bureau of Land Management prior to approval of the assignment. If 20 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there must be full compliance with the regulations 43 CFR 192.43(e) and (f).

3. *Statement of interests.* Assignee must indicate whether or not he is the sole party in interest in the assignment. If assignee is not the sole party in this assignment, the following information must be furnished: (a) the names and nature of the interest of all other interested parties, (b) the nature of the agreement between them, if oral, and, (c) a copy of any written agreement. Any such statement must be signed by all interested parties and include information as to citizenship, and acreage holdings of each interested party.

4. *Overriding Royalties or Payments out of Production.* Any overriding royalties or payments out of production created by the assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of Assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 192.144(b). Oil and gas leases are governed by the regulations 43 CFR, Parts 191 and 192, of which Secs. 192.140-192.145 relate to assignments of such leases or interests therein.

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

DEPARTMENT OF THE INTERIOR
BUREAU OF ND MANAGEMENT

OMB NO. 42-R1509

Serial No. W-53107

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

RAINBOW RESOURCES, INC. - 25%
#10 Lakeside Lane
4704 Harlan Street
Denver, Colorado 80212

FARMLAND INTERNATIONAL ENERGY CO. - 50%
1212 First City East Building
Houston, Texas 77002

BARBER OIL EXPLORATION, INC. - 25%
2627 Tenneco Building
Houston, Texas 77002

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* January 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 114 West, 6th P.M.
Section 30: E½

Containing 320.00 acres more or less
Sublette County, Wyoming

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

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

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

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 5% of 8/8ths

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

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

Executed this 28th day of June, 1976

William S. Schicktanz
(Assignor's Signature)

(Assignor's Address)
WILLIAM S. SCHICKTANZ
Suite 209 - 555 17th Street
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 162027

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

RECORDED August 24 1977 10:30 A.M.
IN BOOK 54 C+9 PAGE 439
FEES 8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Peg Carney

Assignment approved effective AUG 1 1976

By [signature]
(Authorized Officer)

Chief, Oil & [illegible] Section
(Title)

AUG 25 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*

[redacted] [redacted] [redacted] CLAIMANT

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

Corporate Qualifications filed in 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 14 day of July, 1976.

RAINBOW RESOURCES, INC.

(Assignee's Signature)

Charles A. Shear, Vice-President

10 Lakeside Lane
4704 Harlan St.
Denver, Colorado 80212

(Address, include zip code)

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

Corporate Qualifications filed in M-065500

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 14 day of July, 1976

FARMLAND INTERNATIONAL ENERGY COMPANY

By: _____

(Assignee's Signature)

1212 First City East Building
Houston, Texas 77002

(Address, include zip code)

[redacted] [redacted] II [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 [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-830

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 14 day of July, 1976

BARBER OIL EXPLORATION, INC.

W. P. Goodson

(Assignee's Signature)

W. P. Goodson, Vice President

2627 Tenneco Building
Houston, Texas 77002

(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 28th day of June, 1976, personally appeared William S. Schicktanz

and

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

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

My Commission Expires March 31, 1980

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:

Form 4-1158
Ninth Edition
(August 1961)

Form approved.
Budget Bureau No. 42-R359.4.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office WYOMING

Serial No. W 1329

OFFER TO LEASE AND LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive Public Domain Lease)

The undersigned hereby offers to lease all or any of the lands described in item 2 that are available for lease, pursuant and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437, 30 U. S. C. sec. 181), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

1. Mr.
Mrs.
Miss W. R. Carter
(First Name, Middle Initial, Last Name)

3113 Glasgow Rd.
(Number and Street)

El Paso, Texas 79925
(City and State)

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

Parcel #590

3. Land included in lease: State Wyoming County Sublette

162035

RECORDED August 25 19 77 9:30 A.M.
IN BOOK 54 C + 4 PAGE 443
FEES 10.50 Jacie J Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Peg Carney

Total Area	Acres
T. 29N : R. 114W 6th P. Meridian	
Sec. 31: Lots 1 thru 7 incl., $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$	
T. 29 N., R. 115 W.,	
Sec. 36: Lots 3, 4, $NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$	

(Offeror does not fill in this block) Total Area 959.63 Acres Rental retained $ 480.00

4. Amount remitted: Filing fee $10, Rental $ ....., Total $.....

5. Undersigned certifies as follows:
(a) Offeror is a citizen of the United States. Native born ..... Naturalized ..... Corporation or other legal entity (specify what kind): .....
(b) Offeror's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options, offers to lease and leases in the same State, or 300,000 chargeable acres in leases, offers to lease and options in each leasing district in Alaska. (c) Offeror accepts as a part of this lease, to the extent applicable, the stipulations provided for in 43 CFR 191.6. (d) Offeror is 21 years of age or over (or if a corporation or other legal entity, is duly qualified as shown by statements made or referred to herein). (e) Offeror has described all surveyed lands by legal subdivisions, all lands covered by protracted surveys by appropriate subdivisions thereof, or all unsurveyed lands not covered by protracted surveys by metes and bounds, and further states that there are no settlers on unsurveyed lands described herein.

6. Offeror [ ] is [ ] is not the sole party in interest in this offer and lease, if issued. (*If not the sole party in interest, statements should be filed as prescribed in Item 6 of the Special Instructions.*)

7. Offeror's signature to this offer shall also constitute offeror's signature to, and acceptance of, this lease and any amendment thereto that may cover any land described in this offer open to lease application at the time the offer was filed but omitted from this lease for any reason, or signature to, or acceptance of, any separate lease for such land. The offeror further agrees that (a) this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the land office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed in behalf of the United States, and (b) this offer and lease shall apply only to lands not within a known geologic structure of a producing oil or gas field at the time the offer is filed.

8. If this lease form does not contain all of the terms and conditions of the lease form in effect at the date of filing, the offeror further agrees to be bound by the terms and conditions contained in that form.

9. It is hereby certified that the statements made herein are complete and correct to the best of offeror's knowledge and belief and are made in good faith.

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

Offeror duly executed this instrument this ..... day of 1977

(Lessee signature)

(Lessee signature)

(Attorney-in-fact)

This lease for the lands described in item 3 above is hereby issued, subject to the provisions of the offer and on the reverse side hereof.

THE UNITED STATES OF AMERICA

By .....
(Signing officer)

Effective date of lease October 1, 1966 Acting Assistant Manager, Oil & Gas (Title) September 16, 1966 (Date)

THIS OFFER MAY BE REJECTED AND RETURNED TO THE OFFEROR AND WILL AFFORD THE OFFEROR NO PRIORITY IF IT IS NOT PROPERLY FILLED IN AND EXECUTED OR IF IT IS NOT ACCOMPANIED BY THE REQUIRED DOCUMENTS OR PAYMENTS. SEE ITEM 2 OF GENERAL INSTRUCTIONS

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

WSO 1510-5
(Dec. '65)

EQUAL OPPORTUNITY

Non-discrimination clauses, regarding "Equal Opportunity", in the attached permit/lease are amended by deleting references to the President's Committee on Equal Employment Opportunity, Executive Order No. 10925 of March 6, 1961, as amended, and Section 303 of Executive Order No. 10925 of March 6, 1961, as amended; and substituting therefor the Secretary of Labor, Executive Order No. 11246 of September 24, 1965, and Section 204 of Executive Order No. 11246 of September 24, 1965, respectively.

CERTIFIED
to be a true and complete copy
of the official records on file
1977
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

RECEIVED
Bureau of Land Management
Land Office
Cheyenne, Wyoming
SEP 16 1966
A M 7 8 9 10 11 12 1 2 3 4 5 6 P M

Y 1329

SPECIAL STIPULATION

The lessee will not undertake any drilling, construction of roads or pipelines, or any other activity which involves removal of vegetation until a plan of construction and development has been approved by the Forest Service representative. Such approval may be conditioned on reasonable requirements to prevent erosion, water pollution, or damage to surface resources and to provided for restoration of the surface.

SIGNATURE

DATE

CERTIFIED
to be a true and correct copy
of the
BUREAU OF LAND MANAGEMENT

[redacted]

447

Form 3103–2
(October 1964)
(formerly 4–216)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

STIPULATION FOR LANDS UNDER JURISDICTION OF DEPARTMENT OF AGRICULTURE *

The lands embraced in this lease or permit being under the jurisdiction of the Secretary of Agriculture, the lessee or permittee hereby agrees:

(1) To conduct all operations authorized by this lease or permit with due regard for good land management, not to cut or destroy timber without first obtaining permission from the authorized representative of the Secretary of Agriculture, and to pay for all such timber cut or destroyed at the rates prescribed by such representative; to avoid unnecessary damage to improvements, timber, crops, or other cover, unless otherwise authorized by the Secretary of Agriculture, not to drill any well, carry on operations, make excavations, construct tunnels, drill, or otherwise disturb the surface of the lands within 200 feet of any building standing on the lands and whenever required, in writing, by the authorized representative of the Secretary of Agriculture to fence or fill all sump holes, ditches, and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the lands to their former condition, including the removal of structures as and if required, and when required by such representative to bury all pipelines below plow depth.

(2) To do all in his power to prevent and suppress forest, brush, or grass fires on the lands and in their vicinity, and to require his employees, contractors, subcontractors, and employees of contractors or subcontractors to do likewise. Unless prevented by circumstances over which he has no control, the lessee or permittee shall place his employees, contractors, subcontractors, and employees of contractors and subcontractors employed on the lands at the disposal of any authorized officer of the Department of Agriculture for the purpose of fighting forest, brush, or grass fires on or originating on the lands or on adjacent areas or caused by the negligence of the lessee or permittee or his employees, contractors, subcontractors and employees of contractors and subcontractors, with the understanding that payment for such services shall be made at rates to be determined by the authorized representative of the Secretary of Agriculture, which rates shall not be less than the current rates of pay prevailing in the vicinity for services of a similar character: *Provided,* that if the lessee or permittee, his employees, contractors, subcontractors, or employees of contractors or subcontractors, caused or could have prevented the origin or spread of said fire or fires, no payment shall be made for services so rendered.

During periods of serious fire danger to forest, brush, or grass, as may be specified by the authorized representative of the Secretary of Agriculture, the lessee or permittee shall prohibit smoking and the building of camp and lunch fires by his employees, contractors, subcontractors, and employees of contractors or subcontractors within the area involved except at established camps, and shall enforce this prohibition by all means within his power: *Provided,* that the authorized representative of the Secretary of Agriculture may designate safe places where, after all inflammable material has been cleared away, campfires may be built for the purpose of heating lunches and where, at the option of the lessee or permittee, smoking may be permitted.

The lessee or permittee shall not burn rubbish, trash, or other inflammable materials *except* with the consent of the authorized representative of the Secretary of Agriculture and shall not use explosives in such a manner as to scatter inflammable materials on the surface of the lands during the forest, brush, or grass fire season, *except* as authorized to do so or on areas approved by such representative.

The lessee or permittee shall build or construct such fire lines or do such clearing on the lands as the authorized representative of the Secretary of Agriculture decides is essential for forest, brush, and grass fire prevention which is or may be necessitated by the

* This form of stipulation may be used in connection with leases and permits issued under the Acts of February 25, 1920, as amended (30 U.S.C. 181 *et seq.*); August 7, 1947 (30 U.S.C. 351 *et seq.*); February 7, 1927, as amended (30 U.S.C. 281 *et seq.*); April 17, 1926, as amended (30 U.S.C. 271 *et seq.*); October 20, 1914, as amended (38 U.S.C. 432 *et seq.*); June 28, 1944 (58 Stat 463 *et seq.*); September 1, 1949 (30 U.S.C. 192c); June 30, 1950 (16 U.S.C. 508b); or under the authority of any of the Acts cited in Section 402 of the President's Reorganization Plan No. 3 of 1946 (5 U.S.C. 133y–16, Note).

CERTIFIED
to be a true and complete copy
of the original
BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted]

8-66— I.W.L.

149

Office Wyoming

Serial No. W-1329

Date of Base Lease October 1, 1966

ASSIGNMENT OF OIL AND GAS LEASE Hob- 42319

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 63997 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 29 North - Range 114 West, 6th P.M.
Section 31: Lots 1 thru 7 incl., NE¼, E½NW¼, NE¼SW¼, N½SE¼

Township 29 North - Range 115 West, 6th P.M.
Section 36: Lots 3,4 NE¼, N½SE¼

containing 959.03 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: 4.00

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 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 28th day of September, 19 66.

WITNESS:

ASSIGNOR
W. R. Carter

ASSIGNOR
Elizabeth H. Carter

ASSIGNOR
Brunson D. Moore

ASSIGNOR
Mary Ann Moore

Assignment approved effective:

NOV 1 1966
(Date)

THE UNITED STATES OF AMERICA

By _____
(Signing Officer)

_____
(Title)

(Request [redacted] 20 [illegible])

00545 [redacted]

exercise of the privileges authorized by this lease or permit, and shall maintain such fire tools at his headquarters or at the appropriate location on the lands as are deemed necessary by such representative.

(3) In the location, design, construction and maintenance of all authorized works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures or clearance, the lessee or permittee shall do all things reasonably necessary to prevent or reduce to the fullest extent scarring and erosion of the lands, pollution of the water resources and any damage to the watershed. Where construction, operation, or maintenance of any of the facilities on or connected with this lease or permit causes damage to the watershed or pollution of the water resources, the lessee or permittee agrees to repair such damage and to take such corrective measures to prevent further pollution or damage to the watershed as are deemed necessary by the authorized representative of the Secretary of Agriculture.

(4) To pay the lessor or permitter or his tenant or the surface owner or his tenant, as the case may be, for any and all damage to or destruction of property caused by the lessee's or permittee's operations hereunder; to save and hold the lessor or permitter or the surface owner or their tenants harmless from all damage or claims for damage to persons or property resulting from the lessee's or permittee's operations under this lease or permit.

(5) To recognize existing uses and commitments, in the form of Department of Agriculture grazing, timber cutting, and special use permits, water developments, ditch, road, trail, pipeline, telephone line, and fence rights-of-way and other similar improvements, and to conduct his operations so as to interfere as little as possible with the rights and privileges granted by these permits or with other existing uses.

(6) To install and maintain cattle guards to prevent the passage of livestock in any openings made in fences by the lessee or permittee or his contractors to provide access to the lands covered by this lease or permit for automotive and other equipment.

(7) If lessee or permittee shall construct any camp on the lands, such camp shall be located at a place approved by the authorized representative of the Secretary of Agriculture, and such representative shall have authority to require that such camp be kept in in a neat and sanitary condition.

(8) To comply with all the rules and regulations of the Secretary of Agriculture governing the national forests or other lands under his jurisdiction which are embraced in this lease or permit.

(9) Unless otherwise authorized, prior to the beginning of operations to appoint and maintain at all times during the term of this lease or permit a local agent upon whom may be served written orders or notices respecting matters contained in this stipulation, and to inform the authorized representative of the Secretary of Agriculture, in writing, of the name and address of such agent. If a substitute agent is appointed, the lessee or permittee shall immediately so inform the said representative.

(10) To address all matters relating to this stipulation to

at

who is the authorized representative of the Secretary of Agriculture, or to such other representative as may from time to time, be designated, provided that such designation shall be in writing and be delivered to the lessee or permittee or his agent.

(11) If all or any part of the lands lie within a municipal watershed, or are, in the opinion of the authorized representative of the Secretary of Agriculture, primarily valuable for watershed protection, the lessee or permittee shall reseed or otherwise restore the vegetative cover, as required by the authorized representative of the Secretary of Agriculture, for watershed protection and erosion prevention on any areas damaged because of the operation.

CERTIFIED

to be a true comparative copy
of the original records on file

OIL AND GAS LEASE UNIT OFFICE
BUREAU OF LAND MANAGEMENT

(Signature of Lessee)

STATE OF: Texas
COUNTY OF: El Paso
} ss.

The foregoing instrument was acknowledged before me this 28th day of September, 19 66

Witness my hand and official seal:

Notary Public

My commision expires: June 1, 1967

036

RECORDED August 25 1972 9:30 A.M.
IN BOOK 54 C+G PAGE 449
FEES 4.75 Doris Yates COUNTY CLERK
SUBLEVIE COUNTY CLERK
by Peg Canning

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 11th day of October, 19 66

WITNESS:

HUMBLE OIL & REFINING COMPANY

By _____
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.

_____

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN

UNITED STATES OIL AND GAS LEASE W-2690

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That W. R. Smith, Trustee for Wendy Louise Wolf Trust No. 1, First City National Bank Bldg, Ste. 2100, Houston, Texas 77002

Assignor (whether one or more), for the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and [illegible] or without warranty, express or implied, overriding royalty unto the following parties in the [illegible]s shown:

[illegible]	ADDRESS	PERCENT
Wendy Louise Wolf	P.O. Box 1714, Denver, Colorado 80201	.25%

being in all a total of an undivided 1/4 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:

T. 27 N., R. 111 W., 6th PM
Sec. 31: Lots 1 thru 7, Inc., NE¼, E½NW¼, NE¼SW¼, N½SE¼
Sec. 32: Lot 1

containing 502.09 acres, more or less.

WITNESS our hands this 11th day of August, 1977. THIS ASSIGNMENT TO BE EFFECTIVE AUGUST 20, 1977.

W. R. Smith, Trustee

W. R. Smith, Trustee for Wendy Louise
Wolf Trust No. 1

STATE OF _____)
)ss.
COUNTY OF _____)

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

Witness my hand and official seal.

_____
Notary Public

My commission expires _____

STATE OF TEXAS)
)ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 11th day of August, 1977, by W. R. Smith as Trustee of Wendy Louise Wolf Trust No. 1, a corporation, [illegible] behalf of said corporation.

Witness my hand and official seal.

Margaret L. Johnson
Notary Public Margaret L. Johnson

My commission expires November 30, 1978

162057

RECORDED August 26 1977 10:00 AM
IN BOOK 54 Oil PAGE 451
FEES 3.00 Lois J. Hicks COUNTY CLERK
SUBLETTE COUNTY CLERK
by Peg Cairney

RECORDED
IN BOOK
FEES

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-55220

DISTRICT LAND OFFICE Cheyenne, 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
Pacific Oil Leasing Services, Inc.	P.O. Box 766 Solana Beach, Calif. 92075	1.37

RECORDED August 29 1977 2:30 PM
IN BOOK 54 OR-4 452
FEES 4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Peg Carney

162108

Being in all a total of an undivided 51% of 2.7% (.0137)

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

Township 27 North, Range 105 West, 6th PM

Sec. 1: Lots 1, 2, 3, 4, S½N½

Township 28 North, 105 West, 6th PM

Sec. 35: All

Containing 957.60 acres, more or less.

WITNESS our hands this 1st day of August, 19 77

Witnesses:

Donald W. Rohren — 7421 Hansen Drive

Charlotte L. Rohren — Dublin, Calif. 94568

STATE OF California
} ss.
COUNTY OF Alameda

On the 1st day of August, 19 77, before me personally appeared Donald W. Rohren and Charlotte L. Rohren

the signors of the above instrument, who duly acknowledged to me that they executed the same.

OFFICIAL SEAL
NOTARY PUBLIC CALIFORNIA
ELEANOR SAMPLE
ALAMEDA COUNTY
My Commission Expires June 8, 1979

Eleanor Sample
Notary Public

My commission expires:
J[illegible], [illegible]

Residing in Castro Valley, California

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age — Qualification # W-56943
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.

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

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

Executed this 18 day of August, 1977

PACIFIC OIL LEASING SERVICES, INC.

(Assignee's Signature)

By: Deborah Christie, Secretary

P.O. Box 766
Solana Beach, Calif. 92075

(Address, include zip code)

Blanket 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 the 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

ATLOCK'S [redacted] [redacted] [redacted] RM 153

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned INVICTA CORPORATION
518-17th St., Suite #1050, Denver, Colorado 80202
hereinafter referred to as Assignor) for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer, assign, and set over unto F. M. T. & Co. (a Partnership)
Denver, Colorado
xxx ,
(hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of 1/2 of 4% of 8/8ths of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to that certain oil and gas lease described as follows:

Lse. #277-B

STATE OF WYOMING, COUNTY OF SUBLETTE

FEDERAL OIL & GAS LEASE No. W-29919, Issued 8/1/71

Township 31 North, Range 114 West, 6th P. M.

Section 10: S½
Section 11: E½
Section 12: W½

Containing 960.00 acres

162120

August 29 1977 2:30 PM
BK 54 Oth P.G. 454
FEE 3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Peg Carney

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 29th day of July, 19 77.

ATTEST: Joseph A. Mills
Asst. Secretary

INVICTA CORPORATION
By: [signature]

518-17th St., #1050, Denver CO 80202

STATE OF COLORADO)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 1st day of August, 1977, by R. Scott Craig, VP - Invicta Corp. Pursuant Authority & Direction of the Corporation
Witness my hand and notarial seal.
My commission expires 3-18-78

[signature]
Notary Public

COPY YET
454

455

STIPULATION OF INTEREST AGREEMENT
On Federal Lease W-38076

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, that certain Federal Oil and Gas Lease bearing Serial Number W-38076 was issued effective February 1, 1973, to John A. Kochergen and Bob G. Howell covering 480 acres in Sublette County, Wyoming, described as:

TOWNSHIP 28 NORTH, RANGE 114 WEST, 6th P.M.

Section 9: S½
Section 10: SW¼

WHEREAS, by assignment approved effective March 1, 1973, Bob G. Howell assigned an undivided 25% in said W-38076 to Austin G. Harrison reserving no overriding royalty; and

WHEREAS, by assignment approved March 1, 1973, Bob G. Howell assigned his remaining undivided 25% in said W-38076 to John A. Kochergen reserving a 1/2% of 8/8 overriding royalty; and

WHEREAS, by assignment approved effective June 1, 1973, John A. Kochergen and Austin G. Harrison assigned an undivided 100% interest in said in said W-38076 to Douglas H. Willson reserving a 3.25% of 8/8 overriding royalty to John A. Kochergen and a 1.25% of 8/8 overriding royalty to Austin G. Harrison; and

WHEREAS, by virtue of different Federal Assignment forms used in the above referred to assignments there maybe some ambiguity as to the interest of the parties thereto;

NOW THEREFORE, it is agreed and stipulated by and between the parties signatory hereto that their interests as of the date of this Agreement are as follows:

Douglas H. Willson	100% Working Interest subject to a total of 5% of 8/8 overriding royalty
John A. Kochergen	3.25% of 8/8 overriding royalty
Austin G. Harrison	1.25% of 8/8 overriding royalty
Bob G. Howell	0.5% of 8/8 overriding royalty

Exectued this 1st day of August, 1973.

162227

RECORDED September 6 1977 9:00 AM
IN BOOK 54 O+G PAGE 455
FEES 6.00 Jane Y. Lyle COUNTY CLERK
SUBLETTE COUNTY CLERK
by Peg Canning

Austin G. Harrison

Bob G. Howell

Douglas H. Willson

John A. Kochergen

STATE OF Colorado)
) S.S.
COUNTY OF Denver)

Before me, the undersigned authority, on this day personally appeared Douglas H. Wilson 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 purpose and consideration therin expressed.

Given under my hand and seal of office this the 1st day of August, 19 23.

Theresa J. Summers
Notary Public
Residing at Denver Colo.

My Commission Expires:
October 25, 1926

STATE OF _____)
) S.S.
COUNTY OF _____)

OFFICIAL SEAL
RITA KEVORKIAN
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
FRESNO COUNTY
My Commission Expires Jan. 28, 1977

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, and acknowledged to me that _____ executed the same for the purpose and consideration therin expressed.

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

_____
Notary Public
Residing at _____

My Commission Expires:
_____

STATE OF _____)
) S.S.
COUNTY OF _____)

OFFICIAL SEAL
RITA KEVORKIAN
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
FRESNO COUNTY
My Commission Expires Jan. 28, 1977

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, and acknowledged to me that _____ executed the same for the purpose and consideration therin expressed.

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

_____
Notary Public
Residing at _____

My Commission Expires:
_____

STATE OF _____)
) S.S.
COUNTY OF _____)

OFFICIAL SEAL
RITA KEVORKIAN
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
FRESNO COUNTY
My Commission Expires Jan. 28, 1977

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, and acknowledged to me that _____ executed the same for the purpose and consideration therin expressed.

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

_____
Notary Public
Residing at _____

My Commission Expires:
_____

457

Form No. LNH-2

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

Prairie Publishing Co.
Casper, Wyoming

W-7419-A

This Overriding Royalty Assignment, made this 4th day of August, 19 77, by and between

Esther Chorney

whose address is 380 So. Niagara, Denver, Colorado 80222

hereinafter called Lessee; and, R. K. O'Connell

Post Office Box 2003, Casper, Wyoming

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 9-1, 19 67

bearing Serial No. W-7419-A, of the U. S. Land & Survey Office, at Cheyenne, Wyoming

which lease, in so far as covered by this Royalty Assignment, contains the following described lands (hereinafter referred to as said lands), situated in

Sublette County, State of Wyoming, towit:

Township 34 North, Range 114 West
Sec. 9: All
Containing 640.00 acres, m/l

NOW, Therefore, in consideration of the premises and the sum of 10.00 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-half of one percent (½ of 1%)

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

This Overriding Royalty Assignment shall be subject to 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.

162230

Esther Chorney

Lessee

RECORDED September 6, 1977 9:00 AM
IN BOOK 54 Q+9 PAGE 457
FEES 3.00 Lois J Yahe COUNTY CLERK
SUBLETTE COUNTY CLERK By Peg Carney

STATE OF COLORADO)
CITY &)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by

ESTHER CHORNEY

this 4th day of August, 19 77.

Witness my hand and official seal.

My Commission Expires:

July 15, 1978

Notary Public

Form No. LNH-2 [redacted] ASSIGNMENT OF OVE[redacted]OYALTY INTEREST IN U. S. OIL [redacted]S LEASE [redacted] airie Publishing Co. Casper, Wyoming

W-7420-A

This Overriding Royalty Assignment, made this 4th day of August, 19 77 by and between

Esther Chorney

whose address is 380 So. Niagara, Denver, Colorado 80222

hereinafter called Lessee; and, R. K. O'Connell

Post Office Box 2003, Casper, Wyoming

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 9-1, 19 67

bearing Serial No. W-7420-A, of the U. S. Land & Survey Office, at Cheyenne, Wyoming

which lease, in so far as covered by this Royalty Assignment, contains the following described lands (hereinafter referred to as said lands), situated in

Sublette County, State of Wyoming, towit:

Township 34 North, Range 114 West
Sec. 20: E½
Containing 320.00 acres, m/l

NOW, Therefore, in consideration of the premises and the sum of 10.00 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-half of one percent (½ of 1%)

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

This Overriding Royalty Assignment shall be subject to term of lease

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

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

Esther Chorney

Lessee

36731

RECORDED September 6 1977 9:00 A.M.
IN BOOK 54 O&G PAGE 458
FEES 3.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY WYO.
by Peg Chorney

STATE OF COLORADO)
CITY &)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by

ESTHER CHORNEY

this 4th day of August, 19 77.

Witness my hand and official seal.

My Commission Expires:

July 15, 1978

Notary Public

458

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-43857

DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, That Shirley A. Potestio, Rt. 2, Box 215-A, Parker, Colorado 80134, 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
Paul Messinger & Co., a Partnership	7654 East Lakecliff Way The Pinery Parker, Colorado 80134	1-2/3%

Being in all a total of an undivided One and two-thirds per cent (1-2/3%) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

Township 27 North, Range 110 West 6th P.M.
Section 4: S/2
Section 8: All

162376

REC'D September 12 77 9:00 A.M.
BK 54 079 459
FEE $3.00 Lois J. Yake
by Dep. Cairey

Containing 960.00 acres, more or less.

WITNESS our hands this 2nd day of August, 19 77

Witnesses:

Shirley A. Potestio

STATE OF COLORADO
} ss.
COUNTY OF DENVER

On the 2nd day of August, 19 77, before me personally appeared Shirley A. Potestio the signor of the above instrument, who duly acknowledged to me that she executed the same.

My commission expires:
April 5, 1978

Notary Public
Residing in Denver, Colorado

[redacted] ASSIGNMENT OF [redacted] GAS LEASES [redacted]

INTER-AMERICAN PETROLEUM CORPORATION, a Colorado corporation, of 609 East Speer Boulevard, Denver, Colorado 80203, and THOMAS A. CHORNEY, of 732 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 leases (said leases) described on Exhibit "A" attached to this Assignment and made a part hereof.

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 leases. In the event the leasehold in said leases covers less than the entire oil and gas leasehold estate, then the said five percent (5.0%) overriding royalty interest shall be reduced in the proportion that the interest in the leasehold bears to the entire leasehold interest.

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 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 26th day of JULY, 1977.

ATTEST:

Assistant Secretary

INTER-AMERICAN PETROLEUM CORPORATION

BY: _____
Joseph R. Mazzola, Vice-President

BY: Thomas A. Chorney
Thomas A. Chorney

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

The foregoing instrument was acknowledged before me this 26th day of July, 1977, by Joseph R. Mazzola, as Vice-President of Inter-American Petroleum Corporation, a Colorado corporation.

WITNESS my hand and official seal.

Rosemary L. Mazzei
Notary Public

My Commission Expires: June 21st, 1980

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

The foregoing instrument was acknowledged before me this 26th day of July, 1977, by Thomas A. Chorney.

WITNESS my hand and official seal.

Rosemary L. Mazzei
Notary Public

My Commission Expires: June 21st, 1980

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EXHIBIT "A"

Attached to and made a part of Assignment dated July 26, 1977, by and between Inter-American Petroleum Corporation and Thomas A. Chorney, Assignors, and Northwest Exploration Company, Assignee.

6W-1268-1 Oil and Gas Lease dated June 27, 1977, from Mary O'Neil Meeks, Lessor, to Assignor, Lessee, recorded in Book 54 O&G, at Page 331, covering the following described land in Sublette County, Wyoming:

Township 33 North, Range 113 West
Section 4: Lots 1, 2, $S\frac{1}{2}NE\frac{1}{4}$
Township 34 North, Range 113 West
Section 17: $SW\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$
Section 18: $SE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, Lots 3, 4, $E\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$
Section 20: $SW\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$
Section 21: $SE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$
Section 29: $SW\frac{1}{4}SE\frac{1}{4}$
Section 32: $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$
Section 33: $SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$

Containing 1,709.06 acres, more or less

6W-1268-2 Oil and Gas Lease dated June 27, 1977, from Robert O'Neil and Helen J. O'Neil, husband and wife, Lessor, to Assignor, Lessee, recorded in Book 54 O&G, at Page 329, covering the following described land in Sublette County, Wyoming:

Same description as above

7W-1268-3 Oil and Gas Lease dated July 5, 1977, from Edith Barp and George Barp, wife and husband Lessor, to Assignor, Lessee, recorded in Book 54 O & G, at Page 337, covering the following described land in Sublette County, Wyoming:

Same description as above

7W-1268-4 Oil and Gas Lease dated July 5, 1977, from Cornelia M. Jewett Robinson, Lessor, to Assignor, Lessee, recorded in Book 54 O & G, at Page 335, covering the following described land in Sublette County, Wyoming:

Same description as above

6W-1268-5 Oil and Gas Lease dated June 27, 1977, from Margaret Conwell and Ralph E. Conwell, wife and husband, Lessor, to Assignor, Lessee, recorded in Book 54 O & G, at Page 401, covering the following described land in Sublette County, Wyoming:

Same description as above

167357

RECORDED September 12 1977 9:00 A.M.
IN BOOK 57 C-J PAGE 460
FEES 5.50 Lois J. Jake COUNTY CLERK
SUBLETTE COUNTY, WYOMING by Peg Chorney

[redacted] ASSIGNMENT OF OVER[redacted]NG ROYALTY AFFECTIN[redacted]

WYOMING STATE
~~UNITED STATES~~ OIL AND GAS LEASE 66-16665

DISTRICT LAND OFFICE

KNOW ALL MEN BY THESE PRESENTS, That
BETA EXPLORATION, INC.,
601 Denver Club Building, 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
Ernest E. Heiser	6965 South Garfield Way Littleton, Colorado 80122	1/2 of 1% of 8/8ths (.5%)
J. L. Jackson	6130 Brentwood Street Arvada, Colorado 80004	1/2 of 1% of 8/8ths (.5%)

~~By separate agreement, Assignor has conveyed all its present right to receive a share of production; the overriding royalty hereby conveyed to Grantees shall be payable at such time as Assignor actually receives a share of production.~~

mmb

3[illegible]8

RECORDED September 12 1977 9:00 A.M.
IN BK 54 O+G 462
FEES 4.75 Jack J Yerker CLERK
by [illegible] Deputy

Being in all a total of an undivided 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 33 North, Range 114 West, 6th P.M.
Section 27: S/2 S/2, NW/4 SW/4
Section 34: N/2 N/2, SW/4 NW/4, NW/4 SW/4

ed in the lease file without Board Action.
ed: March 8, 1977

Containing 440.00 acres, more or less.

WITNESS our hands this 5th day of January, 19 77

Witnesses:

ATTEST:

W. C. Burns, Assistant Secretary

BETA EXPLORATION, INC.

By: M. H. Brinkerhoff

M. H. Brinkerhoff, Vice President

STATE OF COLORADO
CITY &
COUNTY OF DENVER } ss.

On the 5th day of January, 19 77, before me personally appeared M. H. Brinkerhoff, as Vice President of Beta Exploration, Inc.
the signor of the above instrument, who duly acknowledged to me that he executed the same.

Notary Public

My commission expires:

12/8/78

Residing in Denver, Colorado

462

OIL & GAS [illegible]
[illegible] 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 Ernest E. Heiser

..... as to J. L. Jackson

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

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

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

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

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

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

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

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

[redacted] ASS[redacted]MENT

OIX6-[redacted]

File 4[redacted]02

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, **Iris Sidell,**

10129 Eden Prarie Road, Eden Prarie, MN, assignor,

being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number **77-**0045,

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

Township 30 N, Range 110 W
Section 16: All

and containing 636.61 acres more or less, for and in consideration of the sum of **Ten and no/100ths** Dollars ($ **10.00**) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto **Judy S. Holcomb, P. O. Box 177**

of **Englewood, CO 80151**, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

RECORDED September 13 1977 9 A M.
IN BOOK 54 Misc
FEES 3.00 Jan F. Lyda CLERK
By Peg Carney Deputy

Township 30 N, Range 110 W
Section 16: All

464

and containing 636.61 acres, more or less, reserving, however, unto assignor **Forty percent of four percent of eigh /eighths (40% of 4% of 8/8ths) to Iris Sidell and to Frederick G. Kaefer sixty percent of four percent of eight/eighths (60% of 4% of 8/8ths) and previously reserved none.**

TO HAVE AND TO HOLD unto the said **Judy S. Holcomb**, **her** successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 15th day of March, 1977.

WITNESS:

Iris Sidell — Assignor-Lessee

By — President

Attest:

(SEAL)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of **Minnesota**
County of **Ramsey** } ss.

On this **15** day of **March**, A. D. 19**77**, before me personally appeared **Iris Sidell** to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this **15th.** day of **March**, A. D. 19**77**.

(SEAL)

Stanley J. Love
Notary Public

My Commission expires: **162340**

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: June 2, 1977 without binding the State for the payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: Aug. 12, 1977

(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.)

bp
FORM 8-73

465ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Judy S. Holcomb,
P. O. Box 177, Englewood, CO 80151, assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 77-45,
and covering land situate in Sublette County, Counties, described as follows:

Township 30 N, Range 110 W
Section 16: All

01X6-4906202
File 4906202

and containing 636.61 acres more or less, for and in consideration of the sum of Ten and no/100ths 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, OK 74102
of , assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 30 N, Range 110 W
Section 16: All

and containing 636.61 acres, more or less, reserving, however, unto assignor One percent of eight/eighths (1% of 8/8ths) and previously reserved four percent of eight/eighths (4% of 8/8ths)

TO HAVE AND TO HOLD unto the said Cities Service Company, 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 22nd day of March, 1977.

WITNESS:

Judy S. Holcomb
Assignor-Lessee

By
President

Attest:

(SEAL)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Colorado
County of Arapahoe } ss.

On this 22nd day of March, A. D. 1977, before me personally appeared Judy S. Holcomb 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 22nd day of March, A. D. 1977.

(SEAL)

Notary Public

My Commission expires: [illegible]

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: June 2, 1977 without binding the State for the payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: Aug. 12, 1977

(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.)

bp
10M 8 / 3 [redacted] [redacted] [redacted]

1623-1

RECORDED September 13 1977 9:00 A.M
IN BOOK 524 PAGE 465
FEES 4.50 Lois J. Yake COUNTY CLERK
by Peg Carney

In the event Assignee desires to surrender the herein described lease as to all or any part of acreage covered thereby prior to any delay rental date, Assignee shall so notify Assignor at least 45 days in advance of the delay rental date as determined by said lease, by registered or certified mail, addressed as follows:
Judy S. Holcomb, P. O. Box 177, Englewood, CO 80151

and shall further advise the amount of rental necessary to hold said lease or the portion to be surrendered. Assignor shall then have 10 days after receipt of such notification within which to mail his notice of election to take the reassignment (failure of Assignor to mail his notice of election to take on or before the 10th day after receiving said notice shall terminate Assignor's interest thereunder). Provided, however, it is stipulated and agreed that damages for Assignee's failure to fulfill the provisions hereof shall be limited to the amount paid as cash consideration for this assignment on a pro rata basis as to the number of acres involved. The terms and provisions hereof shall extend to Assignee's successors and assigns, provided failure of successors and assigns of Assignee to fulfill the provisions hereof shall not create a cause of action against this Assignee and all liability of this Assignee shall terminate on assignment as to all or any portion of the herein described lease.

Signed for Identification Judy S. Holcomb
Executed this 22nd ~~day~~ of March ,1977

Form 3106–5
(August 1974)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No.
W-58724

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

ENERGETICS, Incorporated
333 West Hampden Avenue - Suite 1010
Englewood, COlorado 80110

162379

RECORDED September 14, 1977 9^00 AM
IN BOOK 54 OF Leases PAGE 467
Fee $ 6.00 Lou J. Zgabay COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Peg Carney

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* May 1, 1977, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below., **without warranties, express or implied.**

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

T. 27N., R. 111W., 6th Prin Mer, Sublette County, Wyoming,
Sec. 19: Lots 1, 2, 3, 4, SW¼NE¼, E½W½, W½SE¼
Sec. 30: Lots 1, 2, 3, E½, E½W½
containing 973.53 acres, m/l.

(Reassignment rider attached hereto and made 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.)* Five percent (5%) of 8/8ths overriding royalty.

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

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 May, 1977

John P. Cuccia
(Assignor's Signature)
JOHN P. CUCCIA

Victoria L. Cuccia
VICTORIA L. CUCCIA, his wife

1206 West Holt Boulevard
(Assignor's Address)

Ontario CA 91761
(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 1977 By Glenn W. Price
(Authorized Officer)
Chief, Oil & Gas Section

JUN 24 1977

NOTE: Th[redacted] be reproduced provided that copies [redacted] with the provisions of 43 CFR 3162 [redacted] editions are obsolete. FOR CLAIMANT [redacted] ial form

[redacted] [redacted] [redacted]

(Reassignment rider attached to and made part of Assignment of oil and gas lease W-58724 from John P. Cuccia to Energetics, Inc.)

If the Assignee should at any time desire to release or surrender said Oil and Gas Lease as to all or any portion of the above described lands, Assignee shall tender a reassignment of said Lease as to the lands sought to be surrendered or relinquished to the Assignor at least thirty (30) days prior to the time for the payment of the next annual rental under the terms of said Lease or any extension or renewal thereof or at least thirty (30) days prior to the expiration of said Lease in the event the same may be extended or renewed. In such event, the Assignor shall accept such reassignment within ten (10) days from the time the same is tendered, failing in which, the Assignee shall be free to surrender or relinquish said Lease as to such lands. In the event the reassignment is accepted by the Assignor as herein provided, the Assignor shall save, hold and protect the Assignee harmless from all rentals and liability of whatsoever character subsequently accruing under said Lease on account of the lands covered by said reassignment.

(Acknowledgment attached to and made part of Assignment of oil and gas lease W-58724 from John P. Cuccia to Energetics, Inc.)

STATE OF CALIFORNIA }
COUNTY OF San Bernardino } ss

The foregoing instrument was acknowledged before me this 10th day of May , 19 77 ,

by John P. Cuccia and Victoria L. Cuccia, his wife.

My Commission Expires:

OFFICIAL SEAL
HELEN M. LOVETT
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
SAN BERNARDINO COUNTY
My Commission Expires Dec. 21, 1979

Helen M. Lovett
Notary Public

(Seal)

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.

MONTANA 065500

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 May , 1977

ATTEST:

Assistant Secretary

ENERGETICS, INC.

(Assignee's Signature)
W. Paul Stephenson, Vice-President - Land

Suite 1010
333 West Hampden Avenue
Englewood, Colorado 80110
(Address, include zip code)

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

GENERAL INSTRUCTIONS

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

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

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

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

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

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

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

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

PART II

A. Certification of assignee

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

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

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

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

[redacted] [redacted] [redacted]

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181–263)

Name
Street
City
State
Zip Code

John P. Cuccia
1206 West Holt Boulevard
Ontario, California 91761

W 58724
(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 27 N, R 111 W, 6th Prin Mer
Sec 19: Lots 1, 2, 3, 4, SW¼NE¼, E½W½, W½SE¼
Sec 30: Lots 1, 2, 3, E½, E½W½

162330

RECORDED September 14 1977 9:00 A.M.
IN BOOK 54 PAGE 470
FEES 9.00 Doris J. Yake
By Peg Canning

U. S. Geological Survey reports lands in lease were not within a known Geologic Structure on APR 21 1977

Containing a total of **973.53** acres	Annual Rental . . . . . $ **974.00**

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

Effective date of lease: MAY 1 1977

THE UNITED STATES OF AMERICA

By [signature]
(Signature of Signing Officer)

Chief, Oil &
Gas Section
(Title)

APR 27 1977
(Date)

470

FOR CLAIM

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.

43 CFR 3103.2(d)(1)(ii)

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 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 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, ditch 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 the act of July 31, 1947, reserving to the lessee only such rights as may be necessary to the full enjoyment 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 entered into and form a part of this lease so far as the same may be applicable.

[redacted]

U.S. GPO 1968—O-341-915

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

Area Oil and Gas Supervisor or
District Engineer *(Address, include zip code)*

GEOLOGICAL SURVEY
P. O. BOX 2359
CASPER, WY. 82601

Management Agency *(name)*

BUREAU OF LAND MANAGEMENT
P. O. BOX 1869
ROCK SPRINGS, WY. 82901

Address *(include zip code)*

1. Notwithstanding any provision of this lease to the contrary, any drilling, construction, or other operation on the leased lands that will disturb the surface thereof or otherwise affect the environment, hereinafter called "surface disturbing operation," conducted by lessee shall be subject, as set forth in this stipulation, to prior approval of such operation by the Area Oil and Gas Supervisor in consultation with appropriate surface management agency and to such reasonable conditions, not inconsistent with the purposes for which this lease is issued, as the Supervisor may require to protect the surface of the leased lands and the environment.

2. Prior to entry upon the land or the disturbance of the surface thereof for drilling or other purposes, lessee shall submit for approval two (2) copies of a map and explanation of the nature of the anticipated activity and surface disturbance to the District Engineer or Area Oil and Gas Supervisor, as appropriate, and shall also furnish the appropriate surface management agency named above, with a copy of such map and explanation.

An environmental analysis will be made by the Geological Survey in consultation with the appropriate surface management agency for the purpose of assuring proper protection of the surface, the natural resources, the environment, existing improvements, and for assuring timely reclamation of disturbed lands.

3. Upon completion of said environmental analysis, the District Engineer or Area Oil and Gas Supervisor, as appropriate, shall notify lessee of the conditions, if any, to which the proposed surface disturbing operations will be subject.

Said conditions may relate to any of the following:

(a) Location of drilling or other exploratory or developmental operations or the manner in which they are to be conducted;

(b) Types of vehicles that may be used and areas in which they may be used; and

(c) Manner or location in which improvements such as roads, buildings, pipelines, or other improvements are to be constructed.

Form 3109–5 (August 1973)

GPO 849•253

WSO 3100-9
(April 1975)

OIL SHALE AREA STIPULATION

(1) No wells will be drilled for oil or gas except upon approval of the Regional Oil and Gas Supervisor of the Geological Survey, it being understood that drilling will be permitted only in the event that it is established to the satisfaction of the Supervisor that such drilling will not interfere with the mining and recovery of oil shale deposits or the extraction of shale oil by in situ methods or that the interest of the United States would best be served thereby.

(2) No wells will be drilled for oil or gas at a location which, in the opinion of the Regional Oil and Gas Supervisor of the Geological Survey, would result in undue waste of oil shale deposits or constitute a hazard to or unduly interfere with mining or other operations being conducted for the mining and recovery of oil shale deposits or the extraction of shale oil by in situ methods.

(3) When it is determined by the Regional Oil and Gas Supervisor of the Geological Survey that unitization is necessary for orderly oil and gas development and proper protection of oil shale deposits, no well shall be drilled for oil or gas except pursuant to an approved unit plan.

(4) The drilling or the abandonment of any well on this lease shall be done in accordance with applicable oil and gas operating regulations including such requirements as the Regional Oil and Gas Supervisor of the Geological Survey may prescribe as necessary to prevent the infiltration of oil, gas or water into formations containing oil shale deposits or into mines or workings being utilized in the extraction of such deposits.

In order to minimize watershed damage, exploration, drilling, and other development activity will be allowed only during the period from May 15 to March 1. This limitation does not apply to maintenance and operation of producing wells. Exceptions to this limitation in any year may be specifically authorized in writing by the District Engineer, Geological Survey, with the concurrence of the District Manager, BLM.

No occupancy or other surface disturbance will be allowed on slopes in excess of 25 percent, without written permission from the District Engineer, Geological Survey, with the concurrence of the District Manager, BLM.

ASSIGNMENT OF OIL AND GAS LEASES

475

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Timothy J. Drew, of P.O. Box 1961, Casper, Wyoming 82602, hereinafter called Assignor, for and in consideration of Ten and more Dollars the receipt whereof is hereby acknowledged, does hereby sell assign and set over unto RAINBOW RESOURCES, INC. - 25%; FARMLAND INTERNATIONAL ENERGY COMPANY - 50%; and BARBER OIL EXPLORATION, INC. - 25%,

hereinafter called Assignee, all right, title and interest in and to the Oil and Gas Leases described in Exhibit "A" attached hereto and ma de a part hereof which are located in Sublette County, State of Wyoming, with the rightsincident thereto and the personal property thereon, appurtenant thereto, or uded in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, it 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 leases, estate,rights and property, free and clear from all liens, encumbrances or adverse claims; That said leases are valid and subsisting leases on the lands described in the leases in Exhibit "A", 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 hereby surrenders and releases all rights of dower and homestead in the lands described in Exhibit "A".

162381

September 14 77 9:00 A.M.
24 014
Book of Lyons
475
Peg Pacey

EXECUTED THIS 28th day of May, 1977.

Timothy J. Drew

Assignor: Timothy J. Drew

STATE OF WYOMING
SS
COUNTY OF NATRONA

The foregoin instrument was acknowledged before me by Timothy J. Drew this 28th day of May, 1977.

Notary Public

My Commission expires:_____

Notary Public
Sept. 24, 1

GREATE[redacted]ARGE PROSPECT [redacted] et al

[redacted] EXHI[redacted] [redacted]

1. Lessor: Charles C. Chrisman, single; Harriet E. Chrisman, single; Frank W. Sears, single; John N. Chrisman and Nadine R. Chrisman, husband and wife; Vego M. Chrisman and Delle J. Chrisman, husband and wife; Helen C. Sears and Frank E. Sears, wife and husband, of Kemmerer, Wyoming.

WY-2858

Lessee: Timothy J. Drew, Casper, Wyoming 82601
Lease date: March 28, 1977
Description:

Township 29 North, Range 114 West
Section 1: S½SW¼
Section 2: Lot 3 (28.58), SE¼NW¼, E½SW¼, S½SE¼
Section 11: N½NE¼
Section 12: N½NW¼
Township 30 North, Range 114 West
Section 34: E½SE¼
Section 35: S½SW¼
Containing 628.58 acres, more or less.

2. Lessor: The First Wyoming Bank, Trustee under the Fear Family Trust, dated December 5, 1963, recorded in Book 22, page 13, Sublette County, Wyoming, Kemmerer, Wyoming

WY-2873

Lessee: Timothy J. Drew, P.O. Box 1861, Casper, Wyoming82601
Lease date: March 29, 1977
Description:

Township 29 North, Range 114 West
Section 3: S½SE¼
Containing 80 acres, more or less.

3. Lessor: Robert M. Miller, Jr. and Terra Miller, husband and wife, Big Piney, Wyoming
Lessee: Timothy J. Drew, Casper, Wyoming 82601
Lease date: March 28, 1977.
Description:

WY-2857-1

Township 29 North, Range 112 West
Section 7: S½NE¼, SE¼SW¼, SE¼
Section 8: W½NW¼, SW¼
Section 17: NW¼NW¼
Section 18: N½NE¼, SW¼NE¼
Containing 680 acres, more or less

4. Lessor: Priscilla Miller, a widow and single woman, of Big Piney, Wyoming 83113
Lessee: Timothy J. Drew, Casper, Wyoming 82601.
Lease date: March 28, 1977
Description:

WY-2857-2

Township 29 North, Range 112 West
Section 7: S½NE¼, SE¼SW¼, SE¼
Section 8: W½NW¼, SW¼
Section 17: NW¼NW¼
Section 18: N½NE¼, SW¼NE¼
Containing 680 acres, more or less.

5. Lessor: Priscilla Miller, Guardian of: Kathleen Anne Miller, Patricia Mildred Miller, of Big Piney, Wyoming 83113
Lessee: Timothy J. Drew, Casper, Wyoming 82601
Lease date: March 28, 1977
Description:

WY-2857-3

Township 29 North, Range 112 West
Section 7: S½NE¼, SE¼SW¼, SE¼
Section 8: W½NW¼, SW¼
Section 17: NW¼NW¼
Section 18: N½NE¼, SW¼NE¼
Containing 680 acres, more or less.

477

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

OR 1

ASSIGNMENT OF ROYALTY

KNOW ALL MEN BY THESE PRESENTS: That TOM WHEATLEY COMPANY, A partnership ---------- ----------, assignor__, of 615 Midland Savings Bldg., Denver, Colorado 80202 for and in consideration of the sum of One Dollar ($1.00) and other valuable considerations, to __it__ in hand paid by B. D. Bailey ---------- of 610 Denver Club Bldg., Denver, Colorado 80202 hereinafter designated assignee, receipt whereof is hereby acknowledged, do es hereby SELL, ASSIGN, SET OVER, TRANSFER and CONVEY unto said assignee ---------- his ---------- heirs, successors and assigns, all __its__ right, title and interest in, of and to one-half of one per cent of 8/8ths ---------- (0.5 of 8/8ths %) of all the oil, gas and other hydrocarbon substances produced and saved from the following described lands situated in ---------- ---------- County, Wyoming ---------- To-wit:

WYOMING 58735
Township 34 North, Range 113 West
Section 26: All

Sublette County, Wyoming
Containing 640.00 acres, more or less

WYOMING 58031
Township 12 North, Range 98 West
Section 12: All
Section 13: All
Section 14: NE¼NE¼
Section 23: Lot 4
Section 24: Lots 1, 2, 3, 4

Sweetwater County, Wyoming
Containing 1,557.07 acres, more or less

and embracing ---------- acres, more or less, according to the survey thereof.

165437

RECORDED September 16, 1977 9:00 A.M.
IN BOOK 57 Oil & Gas 477
FEES $ 4.00 Nora J. Lyke
SUBLETTE COUNTY CLERK
by Peg Cheney

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 s and agrees that ------- it ---------- has lawful right to sell and convey said royalty, and that ----- it ------ 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 __8th---------- day of September ------, 1977__.

Signed in presence of

---------- TOM WHEATLEY COMPANY, A partnership

---------- By: ---------- (SEAL)
a general partner

---------- ---------- (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, Nellie F. Wingett a Notary Public, in and for said County and State, on this day of September 8, 19 77, personally appeared Thos. F. Wheatley, a general partn of TOM WHEATLEY COMPANY, A partnership

and

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

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

My Commission Expires Nov. 24, 1977

Nellie F Wingett
Notary Public.

Residing at Denver, Colorado

STATE OF }
COUNTY OF } ss.

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

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

and

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

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

My Commission Expires

Notary Public.

Residing at

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

Notary Public.

My Commission expires

No.

FROM

TO

Filed for record at the request of the day of A. D. 19 at M. and duly recorded in Book Page of records of this office.

478

County Clerk.

Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

REQUEST FOR APPROVAL OF ASSIGNMENT

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

Assignee is 21 years of age or over, and is a citizen of the United States: [X] Native Born [ ] Naturalized

Assignee is a corporation or other legal entity *(specify kind)* Individual

and is qualified to take this assignment as shown by statements attached hereto. *(See Item 2 of Instructions)*

Assignee's interest, 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 [X] is [ ] is not the sole party in interest in this assignment. *(If assignee is not the sole party in interest, information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions.)*

Amount remitted: Filing fee, $10

The assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the signing officer of the Bureau of Land Management.

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

Executed this 8th day of September, 1977.

B. D. Bailey (Assignee's signature)

610 Denver Club Bldg.
(Address)

Denver, Colorado 80202

THE UNITED STATES OF AMERICA

Assignment approved effective:

By _____
(Signing Officer)

(Date)

(Title)

Title 18 USC, sec. 1001 makes it a crime for any person knowingly and fillfully to make to any Department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

(July 1961) KINTZEL BLUE PRINT CO., 134 N. CENTER, CASPER, WYOMING

REPORT NO. 01-1033

KNOW ALL

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190731-004
LOTS 2,
W/2E/2,
SESE 20,
3 SEC 10
N/2S/2,
111W;

190731-005
LOTS 2,3,4,
W/2E/2,
SESE 20,
3 SEC 10
N/2S/2,
111W;W/

190731-006
LOTS 2,3,4,
W/2E/2,
SESE 20,
3 SEC 10,
N/2S/2,
111W;

190734-001
LOTS 3,4,
3 LESS
IN BK
RET
2-33N

162464

RECORDED September 19 1977 9^00 A
IN BOOK 54 O+9 PAGE 480
FEE $8^50 Lavel Yates COUNTY
SUPERINTENDENT OF COUNTY CLERK by Peg Cauney

REPORT NO. 01-1033

10

14th July 77.

WITNESSES:

J W McReynolds

STATE OF OKLAHOMA

COUNTY OF KAY

BEFORE
AND STATE
AND KNOWN
INSTRUMENT
DELAWARE
DULY SWORN
SAME IN
BOARD
CORPORATION

14th

July 77

Margaret L Coutchage

MY COMMISSION EXPIRES AUG, 9, 1979

[redacted], ASSIGNMENT OF OVERRIDING ROYALTY INTEREST
(State of WYOMING [redacted] and Gas Lease) [redacted]

FOR VALUE RECEIVED, the undersigned, Raymond Chorney

whose address is 401 Lincoln Tower Bldg., 1860 Lincoln St., Denver, Co. 80295

does hereby assign, transfer, convey, and set over to Hawthorn Oil Co.

whose address is Post Office Box 2693, Casper, Wyoming 82602

, an overriding royalty consisting of one and one-half percent of

8/8ths (1½%) 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 State of Wyoming Serial Number 66-16665 dated the 2nd day of November, 19 66. The lands covered thereby, insofar as they are included in and affected by this assignment, are described as follows:

Sublette County, State of Wyoming

Township 33 North, Range 114 West,

Section 27: S½S½, NW¼SW¼
Section 34: N½N½, SW¼NW¼, NW¼SW¼
Section 36: All
Containing 1080.00 acres, m/l

162465

RECORDED September 19 1977 9:00 A.M.
BOOK 54 of 79
Fee $ 4.00
by Peg Carney

This assignment is made without warranties of title express or implied and shll 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 4th day of August, 19 77.

Assignor

STATE OF Colorado)
)
COUNTY OF Denver)

The foregoing instrument was acknowledge before my by RAYMOND CHORNEY

this 4th day of August, 19 77.

Witness my hand and official seal.

My Commission Expires:

July 15, 1978

Notary Public

482

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

The undersigned, CHORNEY OIL COMPANY, 401 Lincoln Tower Bldg., 1860 Lincoln St., Denver, Colorado 80295, as assignor, FOR VALUE RECEIVED, hereby assigns and conveys to HAWTHORN OIL COMPANY, Post Office Box 2693, Casper, Wyoming 82602, as assignee, those certain percentages of overriding royalty in the oil and gas leases hereinafter mentioned as to the lands hereinafter described. The specific leases included in whole or in part on Exhibit "A" hereto are identified by serial numbers as follows:

U.S.A. SERIAL NUMBERS:
W-3344-C
W-3344-B

Attached hereto, marked Exhibit "A" and by reference made a part hereof, is a schedule showing the oil and gas leases affected hereby by serial number and date and a specific legal description of the lands included therein as to which this assignment and conveyance of overriding royalty is made. Also shown thereon is the specific percentage of overriding royalty under said lease and as to said lands which is hereby assigned and conveyed from assignor to assignee. Said schedule is adopted herein the same as if repeated verbatim on the face of this assignment.

This assignment is executed in a sufficient number of counterparts that the same may be filed in each of the case files of the oil and gas leases referred to in Exhibit "A" hereof.

IN WITNESS WHEREOF, this assignment is executed this 4th day of August, L, 19 77.

CHORNEY OIL COMPANY

ATTEST:
Asst. Sec.

Assignor Raymond Chorney - President

STATE OF COLORADO)
CITY &)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by

RAYMOND CHORNEY - President - CHORNEY OIL COMPANY

this 4th day of August, 19 77.

Witness My Hand and Official Seal.

My Commission Expires:

July 15, 1978

Notary Public

162466

FILED September 1 77 9:00 A
54 Orig
4 Sec Fam Y Agrs
4 S 3
by R.J. Chorney

[redacted] [redacted] [redacted]

EXHIBIT "A"
ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS
IN OIL AND GAS LEASES

ASE NO. & ATE	DESCRIPTION	PERCENT OF ROYALTY BEING ASSIGNED
-3344-C -1-67 2956	T 33 N - R 114 W - Sublette Sec. 22: NE¼NE¼, S½NE¼, SE¼ Sec. 23: All Containing 920.00 acres, m/l	4%
3344-B 1-67 955	T 33 N - R 114 W - Sublette Sec. 11: SW¼ Sec. 22: SW¼, S½NW¼, NW¼NW¼ Containing 440.00 acres, m/l	3½%

425

PRODUCTION PAYMENT DEED

This Production Payment Deed made this 22nd day of December, 1976, by and between SOUTHLAND ROYALTY COMPANY, a Delaware corporation, having its offices and principal place of business at Fort Worth, Texas, hereinafter referred to as "Grantor," and PANHANDLE WESTERN GAS COMPANY, a Delaware corporation, having its offices and principal place of business at 3444 Broadway, Kansas City, Missouri, 64111, hereinafter referred to as "Grantee."

WITNESSETH:

That in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations in hand paid, the receipt and sufficiency of which is hereby confessed and acknowledged, the said Grantor, owner of working interests in those certain Oil and Gas Leases described in Exhibit "1" attached hereto and made a part hereof by reference as though fully set out herein, does hereby CONVEY AND WARRANT unto said Grantee, its successors and assigns:

A production payment in all of the lands covered by and described in the leases set forth in Exhibit "1" attached hereto, payable out of seventy-five percent (75%) of Grantor's interest in and to the oil, gas and other mineral production produced and saved from said lands in accordance with the terms and provisions of a certain Development Advance Agreement, dated December 22, 1976, reference to which is made for all purposes, until the total sum of Two Million Dollars ($2,000,000) is paid to Grantee.

Further grants of production payment interests in other Oil and Gas Leases not set forth in Exhibit "1" attached hereto may be made at any time and from time to time by the execution, delivery and recordation of supplements to this Production Payment Deed so that all of the Oil and Gas Leases scheduled in Exhibit "1" attached hereto, together with such other and further Oil and Gas Leases as may be referred to and described in supplements hereto, and the production therefrom will be committed in the proportion set forth above to the discharge of the production payment herein conveyed.

EXECUTED this 22 day of August, 1977.

SOUTHLAND ROYALTY COMPANY

Attest: _____
Secretary

By Allen C. Goodrich
Executive Vice President

STATE OF TEXAS)
) SS.
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this 22 day of August, 1977, by Allen C. Goodrich for Southland Royalty Company, a corporation.

Janet L. Williamson
Notary Public

My Commission expires:
July 21, 1978

162467

RECORDED September 19 77 9:00 A
IN BOOK 5340 PAGE 485
Lois J. Baker Clerk

Return to
PANHANDLE WESTERN GAS COMPANY
P. O. BOX 1348
KANSAS CITY, MISSOURI 64141

EXHIBIT /

SUBLETTE COUNTY, WYO

LEASE NUMBER	LEASE DATE	GROSS ACRES	NET ACRES	LESSOR	PROPERTY NUMBER	PROPERTY DESCRIPTION
01-013596-00	01-01-73	2,558.70	639.68	BLM W-37673	13596	LOTS 1, 2, S/2 NE/4, SE/4 SEC 4, E/2 SEC 9; ALL OF SECTIONS 10,11, 12, T-31-N, R-112-W, 6TH PM (13596)
01-013597-00	07-01-68	1,280.00	320.00	BLM W-13443	13597	ALL OF SEC 13 & 14, T-29-N, R-110-W, 6TH PM 13597
01-013617-00	07-01-74	1,739.51	434.88	BLM W-45829	13617	W/2, SE SEC 16; E/2 SEC 21; W/2, SE SEC 22-34N-108W
					13618	LOT 5 SEC 32-34N-108W
					13619	LOTS 1-3, SEC 33; LOT 4, SE NW, NE SW, N/2 SE SEC 34; S/2 NW, NW SW SEC 35-34N-108W #13617-S
01-013624-00	06-01-68	122.41	30.60	BLM W-11785	13624	LOTS 1-3, SEC 1,T-29-N R-111-W, 6TH PM
					13625	LOT 12, SEC 1, T-29-N, R-111-W, 6TH PM
					13626	LOT 5, SEC 2, T-29-N, R-111-W, 6TH PM
					13627	LOT 17, SEC 2, T-29-N, R-111-W, 6TH PM
					13628	LOT 5, SEC 3, T-29-N, R-111-W, 6TH PM
					13629	LOT 5, SEC 4, T-29-N, R-111-W, 6TH PM (13624-13629
01-013660-00	02-01-70	93.37	23.34	BLM W-21080	13660	LOTS 1, 2, 3, & BED OF NEW FORK RIVER RIPARIAN TO SEC 28; LOTS 1, 2, 3 SEC 29; LOTS 3, 4, 7 & [illegible]

987

LEASE NUMBER	LEASE DATE	GROSS ACRES	NET ACRES	LESSOR	PROPERTY NUMBER	PROPERTY DESCRIPTION
01-013660-00	(CONTD.)					13660
01-014779-00	02-01-69	959.73	239.94	BLM W-17201	14779	LOTS 3,4, S/2 NW, SW SEC 4; LOTS 1-4, S/2 N/2, S/2 SEC 5- 31N-113W, 6TH PM LIMITED TO 14,540 FT
01-014780-00	11-01-67	968.14	242.04	BLM W-8722-A	14780	LOTS 1-4, E/2, E/2 W/2 SEC 7-31N- 113W, 6TH PM
						LOTS 1,2, E/2 NW, NE SEC 18-31N-113W
						(LIMITED TO 14,940 FT
01-014781-01	01-01-69	290.68	81.76	BLM W-16814	14781-A	SE SE SEC 8-32N-113W
					14781-B	LOT 4, SW NW, W/2 SW SEC 10-32N-113W
					14781-C	E/2 SW, SW SW SEC 15-32N-113W
						LIMITED TO 14,940 FT
01-014782-01	01-01-66	1,520.00	427.50	BLM W-0321454	14782-A	E/2 SE SEC 9-32N-113W
					14782-B	NW NE, W/2 SEC 20, 32N-113W
					14782-C	SE SE SEC 20, NE NE, S/2 NE, NE SW, S/2 SW, SE SEC 21
						ALL SEC 28-32N-113W
						LIMITED TO 14,940 FT
01-014783-01	02-01-67	978.93	247.31	BLM W-53516 (SEG W-3801)	14783-A	LOTS 4,5,6, E/2 SW, S/2 SE SEC 7-32N-113W
					14783-D	ALL SEC 19: W/2 NE SEC 30-32N-113W
						(LIMITED TO 14,940 FT)
01-014784-01	01-01-66	1,280.00	360.00	BLM W-0321457	14784-A	ALL SEC 22-32N-113W
					14784-B	ALL SEC 32-32N-113W
						LIMITED TO 14,940 FT
01-[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]-A	S/2 SEC 29-32N-113W

EXHIBIT /

SUBLETTE COUNTY, WYO

LEASE NUMBER	LEASE DATE	GROSS ACRES	NET ACRES	LESSOR	PROPERTY NUMBER	PROPERTY DESCRIPTION
01-014786-01	01-01-66	320.00	40.00	BLM W-0321456	14786-A	N/2 SEC 29-32N-113W LIMITED TO 5,100 FT
01-014786-02	01-01-66	160.00	25.00	BLM W-53515 (SEG FROM W-0321456)	14786-B	NE SEC 31-32N-113 W LIMITED TO 5,100 FT
01-014787-00	01-02-69	320.00	90.00	STATE OF WYOMING 69-2907	14787	S/2 SEC 16-32N-113W (LIMITED TO 14,940 FT
01-014788-00	02-01-69	1,280.00	320.00	BLM W-17202A	14788	ALL SEC 8-31N-113W N/2, N/2 S/2, SE SW SEC 17; W/2 SW, SE SW SEC 21-31N-113W (LIMITED TO 14,940 FEET)
01-014789-00	11-01-67	640.00	90.00	BLM W-8874	14789	ALL SEC 14-32N-113W LIMITED TO 5,100FT
01-014791-00	11-01-67	720.00	71.25	BLM W-8873	14791	W/2, SE, E/2 NE SEC 27; NE SEC 34 T32N, R113W LIMITED TO 5,100 FT
01-014791-01	11-01-67	320.00	26.87	BLM W-53517(SEG FROM W-8873)	14791	SW NW SEC 26; NE, E/2 NW, NW NW SEC 26; T-32N, R-113W LIMITED TO 5,100 FT
01-014915-01	09-01-73	319.55	79.88	BLM W-53519	14915-A	T-31-N, R-113-W, 6TH PM-LOTS 1, 2, S/2 NE/4, SE/4, SEC 4 (LIMITED TO 14,940 FT)
01-014915-02	09-01-73	80.00	22.50	BLM W-40983	14915-B	T32N-R113W, 6TH PM W/2NE/4 SEC 27 (LIMITED TO 14,940 FT)

LEASE NUMBER	LEASE DATE	GROSS ACRES	NET ACRES	LESSOR	PROPERTY NUMBER	PROPERTY DESCRIPTION
01-014953-00	(CONTD.)					SRC PARTICIPATES UNDER TRACTS: 1,2, 3,4,5,7,13,14 AND 16
01-015093-01	08-28-75	811.60	152.18	FRST NATL BK KEMMERER, TRUSTEE	15093-0A	T32N-R113W, 6TH PM LOTS1,2,S/2NE/4,SE/4 NW/4, N/2 SW/4, NE/4 SE/4 SEC 8; LOTS 3,4, S/2NW/4, NW/4SW/4 SEC 9; T33N-R113W, 6TH PM, S/2NE/4, SE/4 SEC 34; SW/4 SEC 35
01-015093-02	09-23-75	811.60	152.17	DANIEL H BUDD, ET UX	15093-0B	T32N-R113W, 6TH PM LOTS1,2,S/2 NE/4, SE/ NW/4, N/2 SW/4, NE/4 SE/4 SEC 8; LOTS 3,4, S/2NW/4, NW/4SW/4 SEC 9; T33N-R113W, 6TH PM, S/2NE/4, SE/4 SEC 34;SW/4 SEC 35
01-015094-00	02-02-73	320.00	120.00	STATE OF WYOMING 73-18636	15094	T32N-R113W, 6TH PM N/2 SEC 16
01-015134-00	09-10-75	360.00	135.00	HELEN L O'BRIEN, ET AL	15134	T33N-R113W, 6TH PM NE/4 NE/4 SEC 34; N/2 SEC 35
01-015135-01	08-26-75	3,710.68	1,391.50	JAMES F MICKELSON, ET UX	15135-A	T32N-R113W, 6TH PM LOTS 1-3, S/2 NE/4, SE/4 NW/4, N/2 SE/4 SEC 7; LOTS 3,4, SW/4 NW/4, SEC 8-32N-113W
					15135-B	S/2 SW, W/2 SE SEC 8; NW SEC 17-32N-113W
					15135-C	LOT 7 SEC 7; LOTS 1, 2, SEC 18-32N-113W; N/2 N/2, SE NE, SW NW SEC 13; LOT 4, S/2 SW, SW SE SEC 12; LOT 1, S/ NE

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LEASE NUMBER	LEASE DATE	GROSS ACRES	NET ACRES	LESSOR	PROPERTY NUMBER	PROPERTY DESCRIPTION
01-015135-01	(CONTD.)					11; NE NE SEC 14-32N-114W
					15135-D	S/2 NE, SE SEC 31; S/2 N/2, S/2 SEC 32; S/2 N/2, S/2 SEC 33; W/2 SEC 34-33N-113W
					15135-E	SE/4 NW/4, S/2 NE/4, E/2, SW/4, SE/4 SEC 34 SW/4, W/2 SE, SE SE SEC 35-33N-114W
01-015136-00	09-23-75	160.00	60.00	RONALD W BALL, ET UX	15136	T33N-R112W, 6TH PM NE/4 SEC 30
01-015137-01	09-23-75	759.80	213.69	RONALD W BALL, ET UX	15137-0A	T33N-R112W, 6TH PM SW NE, S/2 NW/4, SW, W/2 SE SEC 29; LOTS 2,3,4, SE/4 NW/4, E/2 SW/4, SE/4 SEC 30
01-015137-02	09-25-75	759.80	71.23	LUELLA E NORDLIE, ET VIR	15137-0B	T33N-R112W, 6TH PM SW NE, S/2 NW/4, SW, W/2 SE/4 SEC 29; LOTS 2,3,4, SE NW/4, E/2 SW/4, SE/4 SEC 30
01-015138-01	09-11-75	320.00	90.00	RONALD W BALL, ET UX	15138-0A	T33N-R113W, 6TH PM S/2 NE/4, SE/4, E/2 SW/4 SEC 25
01-015138-02	09-11-75	320.00	30.00	LUELLA E NORDLIE, ET VIR	15138-0B	T33N-R113W, 6TH PM S/2 NE/4, SE/4, E/2 SW/4 SEC 25
01-015139-01	08-28-75	2,193.67	622.70	GORDON M MICKELSON, ET UX	15139-A	T33N-R113W, 6TH PM SW/4, W/2 SE/4 SEC 5; LOTS 6,7, E/2 SW, SE SEC 6; LOT 1, E/2 NW, NE, NE SW, N/2 SE SEC 7; NW, W/2 NE,

EXHIBIT J

SUBLETTE COUNTY, WYO

LEASE NUMBER	LEASE DATE	GROSS ACRES	NET ACRES	LESSOR	PROPERTY NUMBER	PROPERTY DESCRIPTION
01-015139-01	(CONTD.)					SEC 8; SW NW, N/2 SW SEC 9; E/2 NE SEC 17-33N-113W; NE SE, S/2 SE, SE SW SEC 1; N/2 NW, SW NW, NE NE, S/2 NE SEC 12-33N-114W
					15139-B	W/2 W/2 SEC 15-33N-113W
01-015140-01	08-28-75	560.00	105.00	1ST NATL BK, KEMMERER, TRUSTEE	15140-0A	T32N-R114W, 6TH PM W/2 SE/4, SE SE SEC 23; SW SEC 24; N/2 NW, SW NW SEC 25; NE SEC 26;
01-015140-02	09-10-75	560.00	105.00	MICHAEL WARREN, ET AL	15140-0B	T32N-R114W, 6TH PM W/2 SE/4, SE SE SEC 23; SW SEC 24; N/2 NW, SW NW SEC 25; NE/4 SEC 26
01-015141-00	08-28-75	320.00	120.00	1ST NATL BK, KEMMERER, TRUSTEE	15141	T32N-R114W, 6TH PM SW SE, SE SW SEC 13; SE NE, NE SE/4 SEC 23; NW/4 SEC 24
01-015142-01	08-28-75	652.93	122.43	1ST NATL BK, KEMMERER, TRUSTEE	15142-0A	T32N-R113W, 6TH PM N/2 S/2 SEC 11; LOTS 1,2, N/2 S/2 SEC 12; LOTS 4,5, NE SW, W/2 SE, SE SE SEC 7; SW SW SEC 8-32N-112W
01-015142-02	09-11-75	652.93	61.22	RONALD W BALL, ET UX	15142-0B	T32N-R113W, 6TH PM N/2 S/2 SEC 11; LOTS [illegible] N/2 S/2 SEC 12;

LEASE NUMBER	LEASE DATE	GROSS ACRES	NET ACRES	LESSOR	PROPERTY NUMBER	PROPERTY DESCRIPTION
01-015142-02	(CONTD.)					W/2 SE, SE SE SEC 7; SW SW SEC 8-32N-112W
01-015142-03	09-11-75	652.93	61.21	LUELLA E NORDLIE, ET VIR	15142-0C	T32N-R113W, 6TH PM N/2 S/2 SEC 11; LOTS 1,2, N/2 S/2 SEC 12; LOTS 4,5, NE SW, W/2 SE, SE SE SEC 7; SW SW SEC 8-32N-112W
01-015143-01	08-28-75	800.00	300.00	1ST NATL BK, KEMMERER, TRUSTEE T	15143-A	T32N-R113W, 6TH PM S/2 SE SEC 10; SW SW SEC 11; NW NE, NE NW, S/2 NW, NW SW SEC 15;
					15143-B	E/2 NE, SW NE, N/2 SE, SW SE SEC 20; NW NE, NW, NW SW SEC 21-32N-113W
01-015144-01	09-09-75	880.00	330.00	GORDON M MICKELSON, ET UX	15144-A	T31N-R113W, 6TH PM S/2 NE/4 SEC 19;
					15144-B	E/2 SE SEC 21; S/2 SEC 22; N/2 SW SEC 23; W/2 NE, E/2 NW, NW NW, NW SE SEC 27; N/2 NE SEC 28-31N-113W
01-015145-01	09-09-75	2,519.68	824.66	JAMES A GREENWOOD, ET UX	15145-0A	T33N-R113W, 6TH PM E/2, SW SEC 29, N/2 N/2 SEC 32-33N-113W
						S/2 SE SEC 20; SW SW, E/2 SW, SE SEC 21; W/2 SW SEC 22; W/2 NW, SW, W/2 SE, SE SE SEC 27;

LEASE NUMBER	LEASE DATE	GROSS ACRES	NET ACRES	LESSOR	PROPERTY NUMBER	PROPERTY DESCRIPTION
01-015145-01	(CONTD.)					3,4, E/2 SW, N/2 SE SEC 30; N/2 N/2 SEC 33; NW NE SEC 34-33N-113W
01-015145-02	01-20-76	640.00	120.00	RICHARD ROBERTSON	15145-08	T33N-R113W, 6TH PM E/2, SW/4 SEC 29; N/2 N/2 SEC 32
~~01-015154-01~~	~~11-01-71~~	~~747.72~~	~~747.72~~	~~BUREAU OF LAND MANAGEMENT~~	~~15154-A~~	~~LOT 6 SEC 7-32N-112W~~
					~~15154-B~~	~~SE SW SEC 7-32N-112W~~
					~~15154-C~~	~~NE SE SEC 7, S/2 NW, N/2 SW, SE, SW SEC 8-32N-112W~~
					~~15154-D~~	~~NW NW SEC 17 E/2 SEC 18-32N-112W~~
					~~15154-E~~	~~LOTS 1-4 SEC 18-32N-112W~~
01-015182-00	10-01-69	28.24	10.59	BUREAU OF LAND MANAGEMENT	15182	T32N-R113W, 6TH PM LOTS 1-3 SEC 10
01-015220-00	04-01-76	326.00	120.00	BLM W-54158	15220	T32N-R113W, 6TH P M N/2 SEC 23
01-015396-00	01-20-76	2,418.92	907.10	H BAR C RANCH LIMITED, ET AL	15396	T34N-R113W, 6TH PM LOT 4, E/2 SW/4, SE/4 SEC 19; SW/4 SW/4 SEC 20; W/2 SEC 29; LOTS 1-3,E/2 NW/4,NE/4 SW/4, E/2 SEC 30; NE/4,NE/4 NW/4 SEC 31; W/2, SW/4 SE/4 SEC 32 T34N-R114W, 6TH PM SW/4 NW/4, N/2 S/2, SE/4 SE/4 SEC 25; W/2 NW/4,E/2 SW/4, S/2 NE/4, N/2 SE/4, SEC 26;

LEASE NUMBER	LEASE DATE	GROSS ACRES	NET ACRES	LESSOR	PROPERTY NUMBER	PROPERTY DESCRIPTION
01-015396-00	(CONTD.)					LOTS 2,3,SW/4 NE/4 SEC 5
01-015397-01	03-03-76	80.00	15.00	FREDERICK D GUTHRIE, ET UX	15397-A	T34N-R114W, 6TH PM W/2 SW/4 SEC 26
01-015398-01	03-01-76	878.19	65.66	MARY O'NEIL MEEKS	15398-A	T33N-R113W, 6TH PM LOTS 3,4, SW/4 NW/4, NW/4 SW/4 SEC 3; NE/4 SW/4, W/2 SE/4, SE/4 SE/4 SEC 10; S/2 NW/4, N/2 SW/4 SEC 11; T34N-R113W, 6TH PM, W/2 SE/4, S/2 SW/4 SEC 15; N/2 NW/4, SW/4 NW/4 SEC 22; NW/4 NE/4 SEC 29
01-015398-02	02-17-76	878.19	65.66	ROBERT O'NEIL, ET UX	15398-B	T33N-R113W 6TH PM LOTS 3,4, SW/4 NW/4, NW/4 SW/4 SEC 3; NE/4 SW/4, W/2 SE/4, SE/4 SE/4 SEC 10; S/2 NW/4, N/2 SW/4 SEC 11; T34N-R113W, 6TH PM W/2 SE/4, S/2 SW/4 SEC 15; N/2 NW/4, SW/4 NW/4 SEC 22; NW/4 NE/4 SEC 29; E/2 SW/4 SEC 34
01-015398-03	02-23-76	878.19	32.93	EDITH BARP, ET VIR	15398-C	T33N-R113W, 6TH PM LOTS 3,4, SW/4 NW/4, NW/4 SW/4 SEC 3; NE/4 SW/4, W/2 SE/4, SE/4 SE/4 SEC 10; S/2 NW/4, N/2 SW/4 SEC 11; T34N-R113W, 6TH PM W/2 SE/4, S/2 SW/4 SEC 15; N/2 NW/4, SW/4 NW/4 SEC 22; NW/4 NE/

LEASE NUMBER	LEASE DATE	GROSS ACRES	NET ACRES	LESSOR	PROPERTY NUMBER	PROPERTY DESCRIPTION
01-015398-04	02-24-76	878.19	32.93	CORNELIA JEWETT ROBINSON	15398-D	T33N-R113W, 6TH PM LOTS 3,4, SW/4 NW/4, NW/4 SW/4 SEC 3; NE/4 SW/4, W/2 SE/4, SE/4 SE/4 SEC 10; S/2 NW/4, N/2 SW/4 SEC 11 T34N-R113W, 6TH PM W/2 SE/4, S/2 SW/4 SE 15; N/2 NW/4, SW/4 NW/4 SEC 22; NW/4 NE/ SEC 29; E/2 SW/4 SEC 34
01-015399-01	02-05-76	120.00	30.00	GORDON MICKELSON, ET UX	15399-A	T33N-R114W, 6TH PM SW/4 NW/4 SEC 1; T34N-R114W, 6TH PM W/2 SW/4 SEC 26
01-015624-01	08-28-69	1,709.06	85.45	RUTH E O'NEIL MYERS	15624	T33N-R113W 6TH PM LOTS 1,2, S/2 NE/4 SEC 4; T34N-R113W, 6TH PM SW/4 NW/4, N/2 SW/4 SEC 17; SE/4 NE/4, W/2 NE/4, E/2 NW/4, LOTS 3, 4, E/2 SW/4, NE/4 SE/4, SW/4 SE/4 SEC 18; SW/4 NE/4, E/2 SW/4, SE/4 SEC 20; SE/4 NE/4, W/2 SW/4 NE/4 SW/4, NW/4 SE/4, SEC 21; SW/4 SE/4 SEC 29; NE/4, N/2 SE/4, SE/4 SE/4 SEC 32; SW/4, SW/4 SE/4 SEC 33
01-015825-00	07-31-72	760.00	190.00	GORDON MICKELSON, ET UX	15825	T31N-R113W, 6TH PM S/2 SE/4 SEC 17; SE/4 SEC 19; NW/4, NW/4 SW/4, W/2 NE/4

LEASE NUMBER	LEASE DATE	GROSS ACRES	NET ACRES	LESSOR	PROPERTY NUMBER	PROPERTY DESCRIPTION
01-015825-00	(CONTD.)					W/2 NE/4 SEC 21
01-015904-00	10-01-67	1,238.89	309.72	BLM W-8725	15904	T33N-R113W, LOTS 1,2 SEC 3; T34N-R113W, N/2 NE/4 NW/4, NW/4 SW/4 SEC 20; NW/4, S/2 SEC 28; NW/4, W/2 SW/4, SE/4 SEC 34
01-015905-00	12-01-67	1,480.00	370.00	BLM W-9573	15905	T33N-R113W, W/2 NE/4, W/2 SE/4 SEC 17; N/2, SW/4, N/2 SE/4 SEC 20; N/2, NW/4 SW/4 SEC 21
01-015906-00	10-01-69	200.00	50.00	BLM W-20566	15906	T31N-R114W, 6TH PM NE/4 SE/4, SW/4 SEC 25
01-015907-00	04-01-70	383.60	95.90	BLM W-23375	15907	T34N-R113W, LOTS 1-4, SE/4 NW/4, E/2 SW/4, W/2 SE/4, SE/4 SE/4 SEC 31
01-015908-00	10-01-67	1,000.00	250.00	BLM W-8724	15908	T33N-R113W, S/2 NE/4 SEC 3; E/2, N/2 NW/4 SE/4 NW/4, S/2 SW/4 SEC 9; S/2 N/2, N/2 NW/4, NW/4 SW/4, S/2 SW/4, NE/4 SE/4 SEC 10
01-015909-00	01-01-69	57.08	14.27	BLM W-16813	15909	T31N-R112W, LOTS 3,4 SEC 7; LOT 1, SEC 18
01-015910-00	08-01-68	720.00	180.00	BLM W-14186	15910	T31N-R113W, S/2 SW/4, NE/4 SW/4,

EXHIBIT /

LEASE NUMBER	LEASE DATE	GROSS ACRES	NET ACRES	LESSOR	PROPERTY NUMBER	PROPERTY DESCRIPTION
01-015910-00	(CONTD.)					NW/4, NE/4 SW/4,
						W/2 SE/4 SEC 21;
						N/2 NW/4 SEC 28;
						SE/4, S/2 NE/4
						SEC 30
01-015911-00	09-07-67	40.00	10.00	STATE OF WYOMING 67-7795	15911	T31N-R113W, 6TH PM
						NE/4 SE/4 SEC 31
01-015913-00	10-01-67	1,436.06	359.02	BLM W-8297	15913	T33N-R113W, 6TH PM
						LOTS 1, 4, S/2 NW/4,
						SE/4 NE/4, E/2 SE/4
						SEC 5; NE/4 NE/4,
						S/2 SW/4, SW/4 SE/4
						SEC 8; E/2 SEC 18;
						E/2 SEC 19; NW/4
						SEC 29; NE/4
						SEC 30; T34N-
						R114W, NW/4 NE/4
						SEC 12
01-015914-00	02-01-69	80.00	20.00	BLM W-17202	15914	T31N-R113W, 6TH PM
						SE/4 NE/4, SE/4 SE/4
						SEC 20
01-015915-00	10-01-67	40.00	10.00	BLM W-8160	15915	T34N-R113W, 6TH PM
						SW/4 SE/4 SEC 23
01-015916-00	11-01-69	80.00	20.00	BLM W-21423	15916	T31N-R113W, 6TH PM
						N/2 NW/4 SEC 15
01-015917-00	10-02-71	320.00	80.00	STATE OF WYOMING 71-15302	15917	T31N-R113, 6TH PM
						N/2 SEC 16
01-015918-00	02-01-68	320.00	80.00	BLM W-10620	15918	T31N-R113W, 6TH PM
						W/2 SEC 14
01-015919-00	10-07-71	320.00	80.00	STATE OF WYOMING 71-15576	15919	T31N-R114W, 6TH PM
						W/2 SEC 36
01-015920-01	10-02-67	360.00	45.00	STATE OF WYOMING 67-7816	15920-A	T33N-R113W, 6TH PM
						S/2 NE/4, SE/4 NW/4,
						E/2 SW/4, SE/4 SEC
						22.
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	T27N, R110W-

LEASE NUMBER	LEASE DATE	GROSS ACRES	NET ACRES	LESSOR	PROPERTY NUMBER	PROPERTY DESCRIPTION
01-016280-00	(CONTD.)					E/2 NW/4 SEC 19; NE/4 SEC 30.
01-016280-00	05-01-67	1,316.08	164.51	BLM W-52116	16280	T27N, R109W-LOTS 1,2,3,4 E/2 W/2, E/2 SEC 31; W/2 NW/4 SEC 32; ALL SEC 33.
01-016281-00	03-01-71	1,200.00	150.00	BLM W-52118	16281	T27N, R109W- ALL SEC 28; E/2, E/2 W/2, W/2 SW/4 SEC 32.
01-016309-00	06-01-67	1,280.40	160.05	BLM W-5714	16309	T27N, R108W-LOTS 1,2,3,4, S/2 N/2, S/2 SEC 4; LOTS 1,2,3,4, S/2 N/2, S/2 SEC 5.
01-016310-00	07-01-67	627.56	78.45	BLM W-6339	16310	T27N, R108W- LOTS 1,2,3,4,5,6, 7, S/2 NE/4, SE/4 NW/4, E/2, SW/4, SE/4- (ALL) SEC 6.
01-016311-00	12-01-67	40.00	5.00	BLM W-9553	16311	T27N, R108W- NW/4 NE/4 SEC 26.
~~01-016314-00~~	~~05-01-67~~	~~360.00~~	~~45.00~~	~~BLM W-52117~~	~~16314~~	~~T27N, R109W- NW/4 NE/4, W/2 SEC 11~~
01-016315-00	06-01-68	160.00	20.00	BLM W-12553	16315	T27N, R109W- NW/4 SEC 24.
01-016319-00	05-02-67	640.00	80.00	STATE OF WYOMING 67-4658	16319	T27N, R109W- ALL SEC 16.
01-016322-00	05-01-67	160.00	20.00	BLM W-5123	16322	T27N, R109W- SE/4 SEC 29.
01-016323-00	03-01-71	753.04	94.13	BLM W-27518	16323	T27N, R109W-SW/4 SEC 29; LOTS 1,2, 3,4, E/2, E/2 W/2 SEC 30.

LEASE NUMBER	LEASE DATE	GROSS ACRES	NET ACRES	LESSOR	PROPERTY NUMBER	PROPERTY DESCRIPTION
01-016324-00	(CONTD.)					SEC 29.
01-016325-00	05-01-67	1,259.36	156.92	BLM W-5192	16325	T27N, R109W-LOTS 1,2, E/2 NW/4, NE/4 SEC 19; ALL SEC 20; S/2 SEC 21.
01-016326-00	05-01-67	2,456.56	307.07	BLM W-5191	16326	T27N, R109W-LOTS 1,2,3,4, NE/4 NW/4, N/2 NE/4, SE/4 NE/4, SE/4 NW/4, E/2 SW/4 W/2 SE/4, SW/4 NE/4, E/2 SE/4 SEC 7; ALL SEC 8; ALL SEC 17; LOTS 1, 2,3,4, E/2 W/2, E/2 (ALL) SEC 18.
01-016327-00	05-01-67	1,320.00	165.00	BLM W-21873	16327	T27N, R109W- SE/4 SE/4 SEC 3; ALL SEC 9; ALL SEC 10.
01-016328-00	05-01-67	280.00	35.00	BLM W-20524	16328	T27N, R109W- SW/4, NW/4 SE/4, S/2 SE/4 SEC 5.
01-016329-00	10-01-67	640.00	80.00	BLM W-8711	16329	T27N, R110W-E/2 SEC 21; E/2 SEC 28.
01-016330-00	01-02-73	640.00	80.00	STATE OF WYOMING 73-11027	16330	T27N, R110W- ALL SEC 16.
01-016331-00	05-01-67	80.00	10.00	BLM W-5570	16331	T27N, R110W- S/2 NW/4 SEC 3.
01-016332-00	03-01-67	160.00	20.00	BLM W-4297	16332	T27N, R110W- SE/4 SEC 30
01-016333-00	04-01-68	160.00	20.00	BLM W-11591	16333	T27N, R110W- S/2 N/2 SEC 4
01-[illegible]	[illegible]				[illegible]	T27N, R110W-

LEASE NUMBER	LEASE DATE	GROSS ACRES	NET ACRES	LESSOR	PROPERTY NUMBER	PROPERTY DESCRIPTION
01-016335-00	12-01-65	920.00	115.00	BLM W-0320797	16335	T27N, R110W- W/2 SEC 23; N/2, SW/4, N/2 SE/4, SW/4 SE/4 SEC 26.
01-016336-00	07-31-65	920.00	115.00	BLM W-0318323	16336	T27N, R110W- SW/4, NW/4 SE/4 SEC 1; S/2 SEC 10; N/2 SEC 13.
01-016337-00	03-01-67	159.40	19.93	BLM W-20517	16337	T27N, R110W-LOTS 1,2,3,4 SEC 4
01-016338-00	05-01-67	160.03	20.00	BLM W-20519	16338	T27N, R110W- LOTS 1,2, S/2 NE/4 SEC 3.
01-016339-00	05-01-67	1,360.28	170.04	BLM W-5106	16339	T27N, R110W- NE/4 SE/4 SEC 1; LOTS 3,4, S/2 NW/4, S/2 SEC 2; W/2 SEC 11; S/2 SEC 13; NW/4 SEC 14; SE/4 SE/4 SEC 26.
01-016340-00	02-01-67	640.00	80.00	BLM W-3766	16340	T27N, R110W-ALL SEC 20.
01-016341-00	06-01-67	320.60	40.00	BLM W-7306	16341	T28N, R110W- E/2 SEC 35.
01-016342-00	11-01-65	160.00	20.00	BLM W-0319864	16342	T28N, R110W- NE/4 SEC 33
01-016343-00	08-01-65	160.00	20.00	BLM W-0318327	16343	T28N, R110W-SE/4 SEC 34
01-016344-00	05-01-67	240.00	30.00	BLM W-5089	16344	T28N, R110W-SE/4 SEC 33; W/2 SW/4 SEC 34
01-016345-00	06-01-67	80.00	10.00	BLM W-6185	16345	T28N, R110W- N/2 NW/4 SEC 32.

LEASE NUMBER	LEASE DATE	GROSS ACRES	NET ACRES	LESSOR	PROPERTY NUMBER	PROPERTY DESCRIPTION
01-016346-00	(CONTD.)					SEC 32
01-016347-00	02-01-67	200.00	25.00	BLM W-3767	16347	T28N, R110W- SW/4 SW/4, SE/4 SEC 32.
~~01-021567-00~~	~~06-01-65~~	~~1,818.31~~	~~1,818.31~~	~~USA, W-2119~~	~~21567~~	~~S.6-L.1-7,SNE,SENW, E.SW,SE+S.7-L.1-4,E, ENW,+S.18-L.1-4,NE,~~
~~01-023433-PU~~	~~07-29-75~~	~~29,195.17~~	~~797.25~~	~~YELLOW POINT RIDGE UNIT~~	~~23433-JG~~	~~PARIS GF I-27 AND 28A, W- 109 AND 110 WEST~~

Form No. 4-1175
(May 1956)

OFFICE STAMP

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

31311

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. .....

Office Wyoming
Serial No. 05689
Date of Lease 6-1-51

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title interest as hereinafter specified in the oil and gas lease designated above,

for good and valuable consideration does hereby assign to THE CARTER OIL COMPANY, a West Virginia Corporation, P. O. Box 801, Tulsa, Oklahoma - 50%
(Name and address)

the right, title, and interest in and to the lands embraced in such lease as specified below, giving and granting to assignee rights and privileges as lessee in such lands, to the extent indicated, subject to the reservations of overriding royalties as herein noted:

1. Lands requested by this assignment:

T. 27 N., R. 114 W., 6th P.M., Wyoming
Sec. 2: All;
Sec. 3: Lots 1,2,3,4, S½N½, N½S½;
Sec. 4: Lots 1,2,3,4, S½N½;
T. 28 N., R. 114 W., 6th P.M., Wyoming
Sec. 33: N½SE¼, S½S½;
Sec. 34: All;
Sec. 35: SW¼;

Containing 2480.44 acres, m/l.

1624-B approved by this assignment:

SAME LAND DESCRIPTION AS ABOVE

RECORDED September 20 1957 9:00 A.M.
IN BOOK 52 OF L
FEES $2.25 Lucy J. Lake COUNTY CLERK
By Peg Kinney

3. Interest of assignor in such lands 100%
4. Extent of such interest conveyed to assignee ..... Undivided 50%
5. Overriding royalty reserved herein to assignor ..... None
(See item 5 of Instructions.) (State percentage only)
6. Overriding royalties previously reserved ..... 1% Net
(State percentage only)

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

Executed and witnessed this 30th day of June, 1959.

WITNESSES ATTEST:

A. R. Laessig
Assistant Secretary

MOUNTAIN FUEL SUPPLY COMPANY
(Assignor's signature)
Vice President
P. O. Box 1129
(Address) Rock Springs, Wyoming

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born ..... Naturalized .....
Corporation or other legal entity (specify what kind) Corporation - Oil and Gas
2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State together with the acreage in this instrument do not exceed 46,080 chargeable acres, or 100,000 chargeable acres in Alaska.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto. See Miscellaneous Letters No. SL 026549, Pierre 027637, and Billings 038449.
4. Amount remitted: Filing fee, $10.
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachments hereto. Nation Wide Bond approved 5-6-52.

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, and further agrees that the obligation to pay any overriding royalties or payments out of production created herein, which, when added to overriding royalties or payments out of production previously created, and to royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production per well per day averaged on the monthly basis is (*a*) as to oil: 15 barrels or less and (*b*) as to gas: 500,000 cubic feet or less, and that such suspension will apply separately to any zone or portion of a lease segregated for computing Government royalty.

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 4-1175, and contains all of the provisions thereof as of the date of filing of this Assignment.

Executed and witnessed this ..... day of ..... 1959.

WITNESSES:

THE CARTER OIL COMPANY

(Name and address)

(Name and address)

(Assignee's signature)
Attorney-in-Fact
P. O. Box 801
(Address) Tulsa, Oklahoma

Assignment approved as to lands described in item 2 above, effective ....

THE UNITED STATES OF AMERICA

By .....
(Signing officer)

(Title)

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

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 192.141 (a).

16-64894-3

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 assignor must fill in items 3 to 6 inclusive, and also insert in the appropriate spaces the office, serial number, and effective date of the lease involved in the assignment. If less than all of the lands in the lease are assigned, the specific subdivisions involved must be shown. Do not fill in item 2.

2. *Copies and Fees.*—All record title assignments must be filed in triplicate in the proper land office. If the land is in a State in which there is no land office they must be filed with the Bureau of Land Management, Washington 25, D. C. Where more than one assignment is made out of a lease a separate instrument of transfer for each assignment must be filed. An assignment may cover lands in only one lease. Assignments must be filed within 90 days from date of final execution and each must be accompanied by a fee of $10. Such fee will not be returned even though the assignment later be withdrawn in whole or in part. Any assignment unaccompanied by the required fee will not be accepted.

3. *Citizenship.*—An individual must show that he is 21 years of age or over and will indicate whether a citizen by birth or naturalization. If production is obtained under the lease or allocated to it, the citizenship status of the assignee will be verified.

4. *Qualifications of Corporations.*—If assignee is a corporation it must show it is qualified with respect to the citizenship provision by filing a copy of its articles of incorporation, certified to by the Secretary of the State of incorporation and it must furnish a statement showing the percentage of each class of its stock which is owned or controlled by or on behalf of persons whom the corporation knows to be or who the corporation has reason to believe are aliens, or who have addresses outside of the United States, indicating which classes of stock have voting rights. If more than 10 percent of the voting stock or if all of the stock is owned or controlled by or on behalf of such persons, the corporation must give their names and addresses, the amount and class of stock held by each, and, to the extent known to the corporation, or which can be reasonably ascertained by it, the facts as to the citizenship of each such person. If any appreciable percentage of the stock of the corporation is held by aliens of the excepted class, its application will be denied. If 20 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. A corporation also must furnish either the minutes of the meeting of the board of directors, or a copy of the bylaws indicating the officer signing the application has authority to do so, or a certificate of the Secretary or assistant secretary of the corporation to that effect over the corporate seal. Where a corporation has previously filed in any land office any of the documents required by this and the previous paragraph, a reference to that file by serial number may be made in lieu of the document together with a statement of any subsequent amendments. A single copy of any additional information required by the provisions of this and the preceding paragraph will be sufficient.

5. *Payment Out of Production.*—Any overriding royalties or payments out of production created by an assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved, outline in detail the amount, method of payment, and other pertinent terms.

6. *Bonds.*—Where an assignment is of an entire lease which is covered by an outstanding lease bond, it must be accompanied by a new bond or in lieu thereof the consent of the surety on the bond of record to remain bound thereunder with the assignee as the substituted principal. If an undivided lease interest is assigned, the assignment must be accompanied by the consent of the surety on the bond of the assignor to inclusion of the assignee as a joint-principal on the bond, or a new bond with assignor and assignee as joint-principals may be furnished. Any assignment which does not convey the assignor's record title in all of the lands in the lease must also be accompanied by consent of his surety to remain bound under the bond of record for the lease interest retained by said assignor, if the bond, by its terms, does not contain such consent. If a party to the assignment has previously furnished a Nation-wide bond on either form 4–1167 or 4–1168 applicable to the State and the act under which the lease issued, no additional showing is necessary by such party as to the bond requirement.

7. *Lease Account.*—All rentals and royalties due under a lease must be paid when an assignment is filed, or before the assignment is reached for action, otherwise the lease may be canceled.

8. *Assignment of Separate Zone or Deposit.*—An assignment of a separate zone or deposit or of a part of a legal subdivision will not be approved unless the necessity therefore is established by clear and convincing evidence which must accompany the request for approval of the assignment.

THE CARTER OIL COMPANY
P. O. BOX 801
TULSA, OKLAHOMA
July 27, 1959

Re: W-05689

Manager, Land Office
Bureau of Land Management
P. O. Box 929
Cheyenne, Wyoming
Dear Sir:

The undersigned hereby requests approval of the attached assignment affecting lease bearing the captioned serial number, and certifies as follows:

1. Assignee is a West Virginia Corporation with offices at Tulsa, Oklahoma.

2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State, together with the acreage in this instrument do not exceed 46,080 chargeable acres.

3. Assignee is qualified, as shown by statements previously furnished and on file under Serials SLC 026549 and Pierre 027637 and Billings 038449.

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 United States Guarantee Company as Surety, was filed with the Director, Bureau of Land Management, on April 14, 1952. The bond was accepted and approved on May 6, 1952, effective as of the date filed.

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, and further agrees that the obligations to pay any overriding royalties for payments out of production created herein, which, when added to overriding royalties or payments out of production previously created, and to royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production per well per day averages on the monthly basis is (a) as to oil; 15 barrels or less and (b) as to gas; 500,000 cubic feet or less, and that such suspension will apply separately to any zone or portion of a lease segregated for computing government royalty.

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 this office.

WITNESS:

THE CARTER OIL COMPANY

By _____
Attorney-in-Fact

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

Subscribed and sworn to before me this 27th day of July, 1959.

My commission expires:
June 15, 1963

_____
Notary Public
Denver, Colorado

OIL AND GAS FORM NO. 3 REPRODUCED BY THE WESTERN

505

Form No. 4-1175
(May 1956)

NOT TO BE FILLED IN BY LESSEE

Receipt No. [illegible]

The following to be filled in by land office when new serial number is required:

New Serial No. .....

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFICE STAMP

Office WYOMING
Serial No. 05691
Date of Lease 6-1-51

31316

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title interest as hereinafter specified in the oil and gas lease designated above,

for good and valuable consideration does hereby assign to THE CARTER OIL COMPANY, a West Virginia
(Name and address)

Corporation, P. O. Box 801, Tulsa, Oklahoma - 50%

the right, title, and interest in and to the lands embraced in such lease as specified below, giving and granting to assignee rights and privileges as lessee in such lands, to the extent indicated, subject to the reservations of overriding royalties as herein noted:

1. Lands requested by this assignment:	2. Lands approved by this assignment:
T. 27 N., R. 114 W., 6th P.M., Wyoming Sec. 3: S½S½; Sec. 4: S½; Sec. 5: All; Sec. 8: All; Sec. 9: All; Sec. 10: SW¼SW¼;	162493 [illegible] September 20 [illegible] A.M. [illegible] FEE $5.00 FILED & RECORDED at the request of [illegible] SUBLETTE COUNTY CLERK [illegible] Deputy

Containing 2537.06 acres, more or less.

3. Interest of assignor in such lands 100%
4. Extent of such interest conveyed to assignee ..... Undivided 50%
5. Overriding royalty reserved herein to assignor ..... None
(See item 5 of Instructions.) (State percentage only)
6. Overriding royalties previously reserved ..... 1% Net
(State percentage only)

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

Executed and witnessed this 30th day of June, 1959

ATTEST:

Assistant Secretary

MOUNTAIN FUEL SUPPLY COMPANY
(Assignor's signature)
Vice President
P. O. Box 1129
(Address) Rock Springs, Wyoming

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born ..... Naturalized .....
Corporation or other legal entity (specify what kind) ....Corporation - Oil and Gas.....
2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State together with the acreage in this instrument do not exceed 46,080 chargeable acres, or 100,000 chargeable acres in Alaska.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto. See Miscellaneous Letter No. SL 026549, Pierre 027637,
4. Amount remitted: Filing fee, $10. and Billings 038449.
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachments hereto. Nation Wide Bond approved 5-6-52.

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, and further agrees that the obligation to pay any overriding royalties or payments out of production created herein, which, when added to overriding royalties or payments out of production previously created, and to royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production per well per day averaged on the monthly basis is (*a*) as to oil: 15 barrels or less and (*b*) as to gas: 500,000 cubic feet or less, and that such suspension will apply separately to any zone or portion of a lease segregated for computing Government royalty.

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 4-1175, and contains all of the provisions thereof as of the date of filing of this Assignment.

Executed and witnessed this ..... day of 1959

WITNESSES:

THE CARTER OIL COMPANY

(Name and address)

(Name and address)

Attorney-in-Fact
(Assignee's signature)
P. O. Box 801
Tulsa, Oklahoma
(Address)

Assignment approved as to lands described in item 2 above, effective AUG 1 1959

THE UNITED STATES OF AMERICA

By [illegible]
(Signing officer)
Mineral [illegible] Section, Jr.
Land Office, Cheyenne, Wyoming
(Title)

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

NOTE.—This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of official form in accordance with the provisions of 43 CFR 192.141 (a).

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 assignor must fill in items 3 to 6 inclusive, and also insert in the appropriate spaces the office, serial number, and effective date of the lease involved in the assignment. If less than all of the lands in the lease are assigned, the specific subdivisions involved must be shown. Do not fill in item 2.

2. *Copies and Fees.*—All record title assignments must be filed in triplicate in the proper land office. If the land is in a State in which there is no land office they must be filed with the Bureau of Land Management, Washington 25, D. C. Where more than one assignment is made out of a lease a separate instrument of transfer for each assignment must be filed. An assignment may cover lands in only one lease. Assignments must be filed within 90 days from date of final execution and each must be accompanied by a fee of $10. Such fee will not be returned even though the assignment later be withdrawn in whole or in part. Any assignment unaccompanied by the required fee will not be accepted.

3. *Citizenship.*—An individual must show that he is 21 years of age or over and will indicate whether a citizen by birth or naturalization. If production is obtained under the lease or allocated to it, the citizenship status of the assignee will be verified.

4. *Qualifications of Corporations.*—If assignee is a corporation it must show it is qualified with respect to the citizenship provision by filing a copy of its articles of incorporation, certified to by the Secretary of the State of incorporation and it must furnish a statement showing the percentage of each class of its stock which is owned or controlled by or on behalf of persons whom the corporation knows to be or who the corporation has reason to believe are aliens, or who have addresses outside of the United States, indicating which classes of stock have voting rights. If more than 10 percent of the voting stock or if all of the stock is owned or controlled by or on behalf of such persons, the corporation must give their names and addresses, the amount and class of stock held by each, and, to the extent known to the corporation, or which can be reasonably ascertained by it, the facts as to the citizenship of each such person. If any appreciable percentage of the stock of the corporation is held by aliens of the excepted class, its application will be denied. If 20 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. A corporation also must furnish either the minutes of the meeting of the board of directors, or a copy of the bylaws indicating the officer signing the application has authority to do so, or a certificate of the Secretary or assistant secretary of the corporation to that effect over the corporate seal. Where a corporation has previously filed in any land office any of the documents required by this and the previous paragraph, a reference to that file by serial number may be made in lieu of the document together with a statement of any subsequent amendments. A single copy of any additional information required by the provisions of this and the preceding paragraph will be sufficient.

5. *Payment Out of Production.*—Any overriding royalties or payments out of production created by an assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved, outline in detail the amount, method of payment, and other pertinent terms.

6. *Bonds.*—Where an assignment is of an entire lease which is covered by an outstanding lease bond, it must be accompanied by a new bond or in lieu thereof the consent of the surety on the bond of record to remain bound thereunder with the assignee as the substituted principal. If an undivided lease interest is assigned, the assignment must be accompanied by the consent of the surety on the bond of the assignor to inclusion of the assignee as a joint-principal on the bond, or a new bond with assignor and assignee as joint-principals may be furnished. Any assignment which does not convey the assignor's record title in all of the lands in the lease must also be accompanied by consent of his surety to remain bound under the bond of record for the lease interest retained by said assignor, if the bond, by its terms, does not contain such consent. If a party to the assignment has previously furnished a Nation-wide bond on either form 4–1167 or 4–1168 applicable to the State and the act under which the lease issued, no additional showing is necessary by such party as to the bond requirement.

7. *Lease Account.*—All rentals and royalties due under a lease must be paid when an assignment is filed, or before the assignment is reached for action, otherwise the lease may be canceled.

8. *Assignment of Separate Zone or Deposit.*—An assignment of a separate zone or deposit or of a part of a legal subdivision will not be approved unless the necessity therefore is established by clear and convincing evidence which must accompany the request for approval of the assignment.

THE CARTER OIL COMPANY
P. O. BOX 801
TULSA, OKLAHOMA
July 27, 1959

Re: W-05691

Manager, Land Office
Bureau of Land Management
P. O. Box 929
Cheyenne, Wyoming

Dear Sir:

The undersigned hereby requests approval of the attached assignment affecting lease bearing the captioned serial number, and certifies as follows:

1. Assignee is a West Virginia Corporation with offices at Tulsa, Oklahoma.

2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State, together with the acreage in this instrument do not exceed 46,080 chargeable acres.

3. Assignee is qualified, as shown by statements previously furnished and on file under Serials SLC 026549 and Pierre 027637 and Billings 038449.

4. Assignee is the sole party in interest as to the interest conveyed to assignee i 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 United States Guarantee Company as Surety, was filed with the Director, Bureau of Land Management, on April 14, 1952. The bond was accepted and approved on May 6, 1952, effective as of the date filed.

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, and further agrees that the obligations to pay any overriding royalties for payments out of production created herein, which, when added to overriding royalties or payments out of production previously created, and to royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production per well per day averages on the monthly basis is (a) as to oil; 15 barrels or less and (b) as to gas; 500,000 cubic feet or less, and that such suspension will apply separately to any zone or portion of a lease segregated for computing Government royalty.

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 this office.

WITNESS:

THE CARTER OIL COMPANY

By _____
Attorney-in-Fact

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

Subscribed and sworn to before me this 27th day of July, 1959.

My commission expires:
June 15, 1963

_____
Notary Public
Denver, Colorado

3-60—H.W [redacted] [redacted] [redacted] 7-A

Office Wyoming

Serial No. 0317227

Date of Base Lease June 1, 1965

PARTIAL 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 63997, Oklahoma City, Oklahoma
(Address)

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

1. Lands included in this assignment:

Sublette, Wyoming
(County) (State)

Township 28 North, Range 114 West, 6th P.M.
Section 33: NW¼, N½SW¼

162494

Sylvanite 1627 7th H
52/ Otc 508'
4/52 Vacuum Glorieta
by Hy Co

containing 240.00 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 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. 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 26th day of April 19 66

WITNESS:

R. J. Ackerman
ASSIGNOR
R. J. ACKERMAN

ASSIGNOR

ASSIGNOR

Assignment approved effective:

JUN 1 - 1966
(Date)

Alice
AHR
5-16-66

THE UNITED STATES OF AMERICA

By [signature]
(Signing Officer)

ASSISTANT MANAGER, OIL & GAS
(Title)

(Request for approval on reverse side)

508

JUN 16

FOR CLAIMANT

Attach Applicable Acknowledgment

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 26th day of April, 1966. WITNESS my hand and official seal.

Notary Public

My commission expires May 1, 1966

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_____

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. [redacted] (Reg.-3128.2) (2).

Executed and witnessed this_____day of_____, 19____.

WITNESS:

HUMBLE OIL & REFINING COMPANY

_____

By_____
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.

_____
L. A. Dodd

[redacted] [redacted] [redacted]

3-66—H.W. [redacted]

Office Wyoming

Serial No. W-0317227

Date of Base Lease 6-1-65

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 60347, Oklahoma City, Oklahoma 73106
(Address)

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

1. Lands included in this assignment:

Sublette, Wyoming
(County) (State)

162495

Township 28 North, Range 114 West, 6th P.M.
Section 28: W½SW¼, SW¼

[illegible] Segregated Area 17.90 A
[illegible] 5/1 Cty 5/0
[illegible] 4/30 Lance & Fkr [illegible]
by Reg Cleared

containing 240.00 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: 3 %

The undersigned agrees that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ 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 24th day of May, 1967

WITNESS:

R. J. Ackerman
ASSIGNOR R. J. Ackerman

ASSIGNOR

Assignment approved effective:

JUL 1 - 1967
(Date)

THE UNITED STATES OF AMERICA

By Parrett B. Morgan
(Signing Officer)

Chief, Branch of Oil & Gas
(Title)

510

FOR CLAIMANT 508719 -/

511

STATE OF: WYOMING)
) ss.
COUNTY OF: NATRONA)

The foregoing instrument was acknowledged before me this 29th day of May, 19 67.

Witness my hand and official seal:

Notary Public

My commission expires May 1, 1970.

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 Insurance Company as Surety, is on file with the Director, Bureau of Land Management, being bond No. 511-23-06, dated November 8, 1966.

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.

I 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 5th day of June, 19 67.

WITNESS:

HUMBLE OIL & REFINING COMPANY

By _____
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.

_____

3-60—H.W. [redacted] [redacted] [redacted] 41653

Office Wyoming

Serial No. 0317229

Date of Base Lease

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 63997, Oklahoma City, Oklahoma
(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 114 West
162496 Section 29: Lots 1, 2, 9, 10, 11, 12, 19, 20
Section 32: Lots 1 thru 10 inclusive

September 30 '77 Y°° B...
[illegible] 54 City $12.
[illegible] Jan. 1 Year
[illegible]
by Pay Entry

containing 676.33 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 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. ~~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 Assignee 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 [blank] 19 66

WITNESS:

[signature]
ALLEN R. TRUE ASSIGNOR

ASSIGNOR

Assignment approved effective:

MAY 1 1966
(Date)

THE UNITED STATES OF AMERICA

By [signature]
(Signing Officer)

[illegible]
(Title)

(Request for approval on reverse side)

512

60799

FOR CLAIMANT

RIDER

7. 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.

* Attach Applicable Acknowledgment

STATE OF [redacted])
) ss
COUNTY OF [redacted])

The foregoing instrument was acknowledged before me this 24 day of March 1966. Witness my hand and official seal.

[redacted]
Notary Public

[redacted]
My Commission Expires

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 [redacted]

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-046710 (Florida) and miscellaneous file ~~-041504 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-20313, 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. ~~[redacted]~~ (Reg.-3128.2) (2).

Executed and witnessed this [redacted] day of [redacted], 19[redacted].

WITNESS:

HUMBLE OIL & REFINING COMPANY

[redacted]

By [redacted]
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.

[redacted]
L. A. Dodd

8-66—H.W.L.

515

Office Wyoming

Serial No. W-0317228

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 60347, Oklahoma City, Oklahoma 73106
(Address)

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

1. Lands included in this assignment:

Sublette	Wyoming
(County)	(State)

182497

Township 28 North, Range 114 West, 6th P.M.
Section 28: E½NW¼
Section 32: Lots 11, 12, 13, 14, 15

Recorded September 7, 1967 at 9:00 A.M.
in Book 57 Page 515
Fee $4.00 Lucy Lyle

containing 259.37 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: 3 %

The undersigned agrees that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ 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 _____ day of _____, 19 67

WITNESS:

ASSIGNOR Catherine R. White

ASSIGNOR

Assignment approved effective:

JUL 1 - 1967
(Date)

THE UNITED STATES OF AMERICA

By David B. Morgan
(Signing Officer)

(Title)

[redacted] [redacted] [redacted] 506/21

STATE OF: [redacted])
) ss.
COUNTY OF: [redacted])

The foregoing instrument was acknowledged before me this 1st day of [redacted], 19 67.

Witness my hand and official seal:

[redacted]
Notary Public

My commission expires [redacted].

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 Insurance Company as Surety, is on file with the Director, Bureau of Land Management, being bond No. 511-23-06, dated November 8, 1966.

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 6th day of June, 19 67.

WITNESS:

HUMBLE OIL & REFINING COMPANY

[redacted]

By [redacted]
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.

[redacted]

#5326

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST
(State of Wyoming Oil and Gas Lease)

517

FOR VALUE RECEIVED, the undersigned, Warren Driskell, Post Office Box 1021, Denver, Colorado 80201

does hereby assign, transfer, convey, and set over to Joan Chorney, 401 Lincoln Tower Bldg., 1860 Lincoln St., Denver, Colorado 80295

, an overriding royalty consisting of one percent (1%)

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 State of Wyoming Serial Number 72-37674 dated the 2nd day of December, 1972. The lands covered thereby, insofar as they are included in and affected by this assignment, are described as follows:

Sublette County, State of Wyoming

Township 31 North, Range 114 West, 6th P.M.

Sec. 16: W½
Containing 320.00 acres, m/1

192498

September 30 1977 9:00 A
54 O+G 517
Fee $ Lois J Yahn
COUNTY CLERK
by Peg Carney

This assignment is made without warranties of title express or implied and shll 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 July, 19 77.

STATE OF Colorado)
)
COUNTY OF Denver)

The foregoing instrument was acknowledge before my by

WARREN DRISKELL

this 25th day of July, 19 77.

Witness my hand and official seal.

My Commission Expires:

July 15, 1978

Notary Public

[redacted] [redacted] [redacted]

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

FOR VALUE RECEIVED, the undersigned, Warren Driskell,

whose address is Post Office Box 1021, Denver, Colorado 80201,

does hereby assign, transfer, convey, and set over to Joan Chorney,

whose address is 401 Lincoln Tower Bldg., 1860 Lincoln St., Denver, Colorado 80295,

an overriding royalty consisting of one percent (1%)

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-29920 dated the 1st day of August, 1971. The lands covered thereby as they are included in and affected by this assignment, are described as follows:

Sublette County, State of Wyoming

Township 32 North, Range 114 West, 6th P.M.

Sec. 14: N½NW¼, SW¼NW¼, S½
Sec. 24: E½
Containing 760.00 acres, m/l

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 July, 1977.

162499

Warren Driskell
Assignor

Recorded September 20 1977 at 9 A
5:34 o'clock
Book 5 of Misc.
Page 518
Joan J. Yates
County Clerk
by Peg Cheney

STATE OF Colorado)
)
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by

WARREN DRISKELL

this 25th day of July, 1977.

Witness my hand and official seal.

My commission expires:

July 15, 1978

Notary Public

518

#11694

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST
(State of Wyoming Oil and Gas Lease)

FOR VALUE RECEIVED, the undersigned, Warren Driskell, Post Office Box 1021, Denver, Colorado 80201 does hereby assign, transfer, convey, and set over to Joan Chorney, 401 Lincoln Tower Bldg., 1860 Lincoln St., Denver, Co. 80295 _____, an overriding royalty consisting of one percent (1%) _____ 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 State of Wyoming Serial Number 71-15759 dated the 2nd day of October, 19 71. The lands covered thereby, insofar as they are included in and affected by this assignment, are described as follows:

Sublette County, State of Wyoming

Township 32 North, Range 114 West, 6th P.M.

Sec. 16: All
Containing 640.00 acres, m/1

16750

September 20 77 9 00 A
54 Ofg 519
3rd Jan J Jukes
by Peg Carney

This assignment is made without warranties of title express or implied and shll 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 July, 19 77.

Warren Driskell

STATE OF Colorado)
)
COUNTY OF Denver)

The foregoing instrument was acknowledge before my by

WARREN DRISKELL

this 25th day of July, 19 77.

Witness my hand and official seal.

My Commission Expires:

July 15, 1978

Notary Public

#4532

[redacted] [redacted] [redacted]

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

FOR VALUE RECEIVED, the undersigned, Warren Driskell,

Post Office Box 1021, Denver, Colorado 80201,

does hereby assign, transfer, convey, and set over to Joan Chorney, 401 Lincoln Tower Bldg, 1860 Lincoln St., Denver, Co. 80295, 1%; L. Stanley, 5070 Nassau Circle, Englewood, Co. 80110, 1/3 of 1%; Robert W. Scott, 11386 W. 26th Pl., Lakewood, Co. 80215, 1/3 of 1%; O. L. Rickard, 12935 Piney Lake Road, Parker, Co. 80134, 1/15 of 1%; Eugene A. O'Brien, 5461 W. Kent Pl., Lakewood, Co. 80235, 1/15 of 1%; Larry R. Gaston, 6191 South Niagara Way, Englewood, Co. 80110, 1/15 of 1%; Willard J. Pearson, Jr., 3312 E. Costilla Ave., Littleton, Co. 80112, 1/15 of 1%; Sadie M. Schafer, 2068 Ingalls, Edgewater, Co. 80214, 1/30 of 1%; Dorothy A. Baars, 1770 Upham, Denver, Co. 80215, 1/30 of 1%,

as assignees, those certain percentages of overriding royalty (as stated above) 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-36439 dated the 1st day of October, 19 72. The lands covered thereby as they are included in and affected by this assignment, are described as follows:

Sublette County, State of Wyoming

Township 32 North, Range 114 West, 6th P.M.
Sec. 9: Lots 1,2,3,4, S½N½, S½
Sec. 21: E½
Sec. 22: All
Sec. 23: W½
Sec. 26: NW¼
Containing 1973.64 acres, m/l

This assignment is made without warranties of title express or implied and shall be binding upon the undersigned, as assignor, and the person or persons to whom the assignment is made, as assignee, and their respective heirs, personal respresentatives, successors, and assigns.

Dated and signed this 25th day of July, 19 77.

182511

Warren Driskell

September 20 1977 9:00 A
54 Orig
5 Jacket
520

STATE OF Colorado)
)
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by

WARREN DRISKELL

this 25th day of July, 19 77.

Witness my hand and official seal.

My Commission Expires:

July 15, 1978

Notary Public

320

521 #3692

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

FOR VALUE RECEIVED, the undersigned, Warren Driskell,
whose address is Post Office Box 1021, Denver, Colorado 80201,
does hereby assign, transfer, convey, and set over to Joan Chorney,
whose address is 401 Lincoln Tower Bldg., 1860 Lincoln St., Denver, Colorado 80295,
an overriding royalty consisting of one percent (1%)
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-11071 dated the 1st day of March, 1968. The lands covered thereby as they are included in and affected by this assignment, are described as follows:

Sublette County, State of Wyoming

Township 31 North, Range 114 West, 6th P.M.

Sec. 14: N½SW¼
Containing 80.00 acres, m/l

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 July, 19 77.

1625 2

Warren Driskell
Assignor

September 20 17 77
54 Sec 14
Joan J. Chorney
SUBLETTE County
521
by Reg Carney

STATE OF Colorado)
)
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by

WARREN DRISKELL

this 25th day of July, 1977.

Witness my hand and official seal.

My commission expires:

July 15, 1978

Notary Public

[redacted] ASSIGNMENT OF OVERRIDING ROYALTY INTEREST [redacted]

REN WN-17
[redacted]s, Monte
#1364

FOR VALUE RECEIVED, the undersigned Warren Driskell,
whose address is P. O. Box 1021, Denver, Colorado 80201,
does hereby assign, transfer, convey, and set over to Joan Chorney, 401 Lincoln Tower Bldg, 1860 Lincoln St., Denver, Co. 80295, 2½%; L. Stanley, 5070 Nassau Circle, Englewood, Co. 80110, 5/6 of 1%; Robert W. Scott, 11386 W. 26th Pl., Lakewood, Co. 80215, 5/6 of 1%; O. L. Rickard, 12935 Piney Lake Road, Parker, Co. 80134, 1/6 of 1%; Eugene A. O'Brien, 5461 W. Kent Pl., Lakewood, Co 80235, 1/6 of 1%; Larry R. Gaston, 6191 South Niagara Way, Englewood, Co. 80110, 1/6 of 1%; Willard J. Pearson, Jr., 3312 E. Costilla Ave., Littleton, Co. 80112, 1/6 of 1%; Sadie M. Schafer, 2068 Ingalls, Edgewater, Co. 80214, 1/12 of 1%; Dorothy A. Baars, 1770 Upham, Denver, Co. 80215, 1/12 of 1%

as assignees, those certain percentages of overriding royalty (as stated above) 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 described under the terms of the oil and gas lease hereinafter specified and all extensions and renewals thereof. 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 Assignor, with respect to that tract or tracts, shall be proportionately reduced. The oil and gas lease is identified as a lease issued by Monte Norris, Lessor, and Pacific Transmission Supply Co., Lessee, Dated June 24, 1974, which covers the following described lands insofar as this assignment is converned:

State of Wyoming, County of Sublette
Township 31 North Range 113 West, 6th P.M.
Sec. 19: Lot 2,4, E½SW¼, S½SE¼
Sec. 30: NE¼NW¼, N½NE¼
Township 31 North Range 114 West
Sec. 23: SE¼NE¼
Sec. 24: NW¼, S½NE¼, N½SE¼, SE¼SE¼

Recorded in Book 50 Page 596

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 July, 19 77.

182503

Assignor

STATE OF Colorado)
)
COUNTY OF Denver)

September 20 77 9:00 A
No. 54 Org 522
FEES $ Lou J Uhlenhopp
SUBLETTE COUNTY CLERK
by Peg Cheney

The foregoing instrument was acknowledged before me by WARREN DRISKELL
this 25th day of July, 1977.

Witness my hand and official seal.

My commission expires:

July 15, 1978

Notary Public

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

The undersigned, Warren Driskell, Post Office Box 1021, Denver, Colorado 80201, as assignor, FOR VALUE RECEIVED, hereby assigns and conveys to Jean Chorney, 401 Lincoln Tower Bldg., 1860 Lincoln St., Denver, Colorado 80295, as assignee, those certain percentages of overriding royalty in the oil and gas leases hereinafter mentioned as to the lands hereinafter described. The specific leases included in whole or in part on Exhibit "A" hereto are identified by serial numbers as follows:

U.S.A. SERIAL NUMBERS:

W-35983
W-36440

Attached hereto, marked Exhibit "A" and by reference made a part hereof, is a schedule showing the oil and gas leases affected hereby by serial number and date and a specific legal description of the lands included therein as to which this assignment and conveyance of overriding royalty is made. Also shown thereon is the specific percentage of overriding royalty under said lease and as to said lands which is hereby assigned and conveyed from assignor to assignee. Said schedule is adopted herein the same as if repeated verbatim on the face of this assignment.

This assignment is executed in a sufficient number of counterparts that the same may be filed in each of the case files of the oil and gas leases referred to in Exhibit "A" hereof.

IN WITNESS WHEREOF, this assignment is executed this 25th day of July, 19 77.

Assignor

STATE OF Colorado)
)
COUNTY OF Denver)

September 20 77 9:00 A
523
Clerk and Recorder
By Deputy Clerk

The foregoing Instrument was acknowledged before me by

WARREN DRISKELL

this 25th day of July, 19 77.

Witness My Hand and Official Seal.

My Commission Expires:

July 15, 1978

Notary Public

[redacted]

EXHI[redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS
IN OIL AND GAS LEASES

[redacted]

SE NO. DATE	DESCRIPTION	PERCENT OF ROYALTY BEING ASSIGNED
5983 -72 16	T 31 N - R 114 W - Sublette Sec. 2: W½SW¼ Containing 80.00 acres, m/l	1%
6440 1-72 33	T 32 N - R 114 W - Sublette Sec. 26: S½ Sec. 27: W½, SE¼ Containing 800.00 acres, m/l	1%

[redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

The undersigned, Warren Driskell, Post Office Box 1021, Denver, Colorado 80201, as assignor, FOR VALUE RECEIVED, hereby assigns and conveys to Joan Chorney, 401 Lincoln Tower Bldg., 1860 Lincoln St., Denver, Co. 80295, L. Stanley, 5070 Nassau Circle, Englewood, Co. 80110, Robert W. Scott, 11386 W. 26th Pl., Lakewood, Co. 80215, O. L. Rickard, 12935 Piney Lake Road, Parker, Co. 80134, Eugene A. O'Brien, 5461 W. Kent Pl., Lakewood, Co. 80235, Willard J. Pearson, Jr., 3312 E. Costilla Ave., Littleton, Co. 80112, Larry R. Gaston, 6191 So. Niagara Way, Englewood, Co. 80110, Sadie M. Schafer, 2068 Ingalls, Edgewater, Co. 80214, and Dorothy A. Baars, 1770 Upham, Denver, Co. 80215, as assignee, those certain percentages of overriding royalty in the oil and gas leases hereinafter mentioned as to the lands hereinafter described. The specific leases included in whole or in part on Exhibit "A" hereto are identified by serial numbers as follows:

U.S.A. SERIAL NUMBERS:
W-12568
W-33562
W-38080
W-38511

Attached hereto, marked Exhibit "A" and by reference made a part hereof, is a schedule showing the oil and gas leases affected hereby by serial number and date and a specific legal description of the lands included therein as to which this assignment and conveyance of overriding royalty is made. Also shown thereon is the specific percentage of overriding royalty under said lease and as to said lands which is hereby assigned and conveyed from assignor to assignee. Said schedule is adopted herein the same as if repeated verbatim on the face of this assignment.

This assignment is executed in a sufficient number of counterparts that the same may be filed in each of the case files of the oil and gas leases referred to in Exhibit "A" hereof.

IN WITNESS WHEREOF, this assignment is executed this 25th day of July, 1977.

165505

Warren Driskell
Assignor

September 20 '77 9:00 A
525
65.00

STATE OF Colorado)
)
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by

WARREN DRISKELL

this 25th day of July, 1977.

Witness My Hand and Official Seal.

My Commission Expires:

July 15, 1978

Notary Public

EXHIBIT "A"
ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS
IN OIL AND GAS LEASES

SE NO. / ATE	DESCRIPTION	PERCENT OF ROYALTY BEING ASSIGNED	
2568 -68 75	T 32 N - R 114 W - Sublette Sec. 13: SW¼NE¼, N½S½, SW¼SW¼, SE¼SE¼ Containing 280.00 acres, m/l	Joan Chorney L. Stanley Robert W. Scott O. L. Rickard Eugene A. O'Brien Willard J. Pearson, Jr. Larry R. Gaston Sadie M. Schafer Dorothy A. Baars	1% 1/3 of 1% 1/3 of 1% 1/15 of 1% 1/15 of 1% 1/15 of 1% 1/15 of 1% 1/30 of 1% 1/30 of 1%
562 72 2	T 31 N - R 114 W - Sublette Sec. 11: W½ Containing 320.00 acres, m/l	Joan Chorney L. Stanley Robert W. Scott O. L. Rickard Eugene A. O'Brien Willard J. Pearson, Jr. Larry R. Gaston Sadie M. Schafer Dorothy A. Baars	1% 1/3 of 1% 1/3 of 1% 1/15 of 1% 1/15 of 1% 1/15 of 1% 1/15 of 1% 1/30 of 1% 1/30 of 1%
8080 -73 349	T 31 N - R 114 W - Sublette Sec. 7: Lots 1,2, E½NW¼ Sec. 8: NW¼ Containing 313.77 acres, m/l	Joan Chorney L. Stanley Robert W. Scott O. L. Rickard Eugene A. O'Brien Willard J. Pearson, Jr. Larry R. Gaston Sadie M. Schafer Dorothy A. Baars	.625% .2083334% .2083334% .0416666% .0416666% .0416666% .0416666% .0208333% .0208333%
3511 -73 97	T 32 N - R 114 W - Sublette Sec. 12: Lots 1,2, S½NE¼, N½SE¼ SE¼SE¼ Containing 234.57 acres, m/l	Joan Chorney L. Stanley Robert W. Scott O. L. Rickard Eugene A. O'Brien Willard J. Pearson, Jr. Larry R. Gaston Sadie M. Schafer Dorothy A. Baars	2½% 5/6 of 1% 5/6 of 1% 1/6 of 1% 1/6 of 1% 1/6 of 1% 1/6 of 1% 1/12 of 1% 1/12 of 1%

Form 4-1158
Ninth Edition
(August 1961)

FACSIMILE REPRODUCTION
PRAIRIE PUBLISHING CO CASPER

527

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Office WYOMING

Serial No. W- 7417

Print in ink or type clearly in ink and sign in ink.

OFFER TO LEASE AND LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive Public Domain Lease)

The undersigned hereby offers to lease all or any of the lands described in item 2 that are available for lease, pursuant and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437, 30 U. S. C. sec. 181), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

1. Mr. / Mrs. / Miss Dorothy Chorney
(First Name, Middle Initial, Last Name)

Please notify the undersigned of any change of address.

P. O. Box 239
(Number and Street)

Casper, Wyoming 82601
(City and State)

2. Land requested: State Wyoming County Sublette

T.	R.	Meridian
T.33N.	R.113W.	6th P.M.
Sec.18: Lots 1, 2, 3, 4, E½NW¼		
Sec.19: Lots 1, 2, 3, 4, E½W½		
Sec.30: Lots 1, 2, E½NW¼		
T.33N.	R.114W.	6th P.M.
Sec.9: ALL		
Sec.12: S½, SE¼NW¼		
Sec.16: NW¼		
Sec.26: NW¼, N½SW¼		
Sec.28: NE¼, S½NW¼, N½SE¼, SW¼SE¼		

RECORDED September 28 1967 9:00 A.M.
IN BOOK 54 Misc. PAGE 527
FEES 11.25 Lois J. Yake County Clerk
By Peg Carney Deputy Clerk

CERTIFIED

162522

Total Area 2551.12 Acres

3. Land included in lease: State County

T.	R.	Meridian

BUREAU OF LAND MANAGEMENT

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

4. Amount remitted: Filing fee $10, Rental $ 1276.00, Total $ 1286.00

5. Undersigned certifies as follows:
(a) Offeror is a citizen of the United States. Native born XX Naturalized ..... Corporation or other legal entity (specify what kind): .....

(b) Offeror's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options, offers to lease and leases in the same State, or 300,000 chargeable acres in leases, offers to lease and options in each leasing district in Alaska. (c) Offeror accepts as a part of this lease, to the extent applicable, the stipulations provided for in 43 CFR 191.6. (d) Offeror is 21 years of age or over (or if a corporation or other legal entity, is duly qualified as shown by statements made or referred to herein). (e) Offeror has described all surveyed lands by legal subdivisions, all lands covered by protracted surveys by appropriate subdivisions thereof, or all unsurveyed lands not covered by protracted surveys by metes and bounds, and further states that there are no settlers on unsurveyed lands described herein.

6. Offeror ☒ is ☐ is not the sole party in interest in this offer and lease, if issued. *(If not the sole party in interest, statements should be filed as prescribed in Item 6 of the Special Instructions.)*

7. Offeror's signature to this offer shall also constitute offeror's signature to, and acceptance of, this lease and any amendment thereto that may cover any land described in this offer open to lease application at the time the offer was filed but omitted from this lease for any reason, or signature to, or acceptance of, any separate lease for such land. The offeror further agrees that (a) this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the land office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed in behalf of the United States, and (b) this offer and lease shall apply only to lands not within a known geologic structure of a producing oil or gas field at the time the offer is filed.

8. If this lease form does not contain all of the terms and conditions of the lease form in effect at the date of filing, the offeror further agrees to be bound by the terms and conditions contained in that form.

9. It is hereby certified that the statements made herein are complete and correct to the best of offeror's knowledge and belief and are made in good faith.

"This form is submitted in lieu of official Form 4-1158 and contains all of the provisions thereof as of the date of filing of this offer."

Offeror duly executed this instrument this ..... day of 7/10/67, 19.....

..... (Lessee signature)

Dorothy Chorney (Lessee signature)

..... (Attorney-in-fact)

This lease for the lands described in item 3 above is hereby issued, subject to the provisions of the offer and on the reverse side hereof.

THE UNITED STATES OF AMERICA

By David B. Morgan (Signing officer)

Effective date of lease SEP 1 1967

ASSISTANT MANAGER, OIL & GAS (Title)

AUG 23 1967 (Date)

THIS OFFER MAY BE REJECTED AND RETURNED TO THE OFFEROR AND WILL AFFORD THE OFFEROR NO PRIORITY IF IT IS NOT PROPERLY FILLED IN AND EXECUTED OR IF IT IS NOT ACCOMPANIED BY THE REQUIRED DOCUMENTS OR PAYMENTS. SEE ITEM 9 OF GENERAL INSTRUCTIONS

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

[redacted] may be reproduced provided that the copies are exact reproductions of this official form, in accordance with the [redacted] CFR [redacted]

[redacted]

[redacted] TERMS

[redacted]

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

SEC. 2. The lessee agrees:

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

(b) *Cooperative or unit plan.*—Within 30 days if demand is made by the lessor, 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 or such thereafter as 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 leased hereby as the Secretary of the Interior may determine to be practicable and necessary or advisable, and which 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 the lessor; 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 or cause to be drilled any well or wells adjacent to the boundary of the leased land or any part thereof, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

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

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

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field

(i) For each lease year a rental of 50 cents per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.

(ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and such plan contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraphs (a) (i) 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 by way 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 included in a unit plan the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b) (ii) above.

Royalty on production.—To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands pursuant to this lease in accordance with the Oil and Gas Operating Regulations (30 Code Fed. Reg., 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 kind, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to the lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided for the lessee as reasonably may be set by the lessor, but in no event 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 such oil or other products were produced, nor shall the lessee 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 is satisfied that for the purpose of encouraging the greatest ultimate recovery of oil or gas or in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulations (43 CFR 192.41). If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day on which the proper office is closed, payment on the next official working day shall be considered timely made.

(f) *Records, reports of operations.*—To file with the proper office of the Geological Survey not later than 30 days after the last day of each calendar month a report, 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. In connection with the foregoing, to keep at all times a correct account of the amount, quality, and disposition of all products of this lease, including the amounts used for production purposes or unavoidably lost, a plat showing development work and improvements on the leased lands; and a report with respect to stockpiles, inventories, depreciation and costs.

(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 workers.*—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, the preservation and conservation of the property for future productive operations, and for the health and safety of employees and others; to plug properly and completely all wells drilled in accordance with the provisions of this lease [redacted] all wells drilled in accordance with any prior lease or permit upon which the right to this lease was based before abandoning the same; to carry out at expense of [redacted] 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 will not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

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

(l) *Nondiscrimination Clauses.*—In connection with the performance of work under this contract, the lessee agrees as follows:

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

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

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the said labor union or workers' representative of the lessee's commitments under this Nondiscrimination clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 10925 of March 6, 1961, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The lessee will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the Nondiscrimination clauses of this contract or with any of the said 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. 10925 of March 6, 1961, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The lessee will include the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Assignment of lease, sublease 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) *Preference 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 subject to mineral disposition now or hereafter withdrawn.*—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be withdrawn 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.*—[redacted] any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease, which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) *Protection of surface, natural resources and improvements.*—To take such reasonable steps as may be needed to prevent operations from unnecessarily: (1) Causing or contributing to soil erosion or damaging any forage and timber growth thereon, (2) polluting the waters of reservoirs, springs, streams or wells, (3) damaging crops, including forage, timber, or improvements of a surface owner or (4) damaging range improvements whether owned by the United States or by its grazing permittees or lessees; and upon conclusion of operations, so far as can reasonably be done, to restore the surface to its former condition. The lessor may prescribe the steps to be taken and restorations to be made with respect to lands of the United States and improvements thereon.

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

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

SEC. 3. The lessor reserves:

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

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

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

(d) *Helium.*—Pursuant to section 1 of the act as amended the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessee, for the extraction of the helium in such plan or reduction works for that purpose as the lessee may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

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

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

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

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

SEC. 6. *Purchase of materials, etc., on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the above 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 fail to comply with any of the provisions of the act or the regulations, or of this lease, or make default in the performance or observance of any of the terms hereof, subject to the provisions of payment of annual rentals which provide for 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 the lease covers lands known to contain valuable deposits of oil or gas, this lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act, but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancelation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well located on the leased land shall become the property of the lessor. A waiver of any particular cause of forfeiture shall not prevent the cancelation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

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

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

INSTRUCTIONS

A. GENERAL INSTRUCTIONS

1. This offer must be filed in an a typewriter or printed plainly in ink and must be signed in ink.

2. This form is to be used in offering to lease noncompetitively public domain lands or oil and gas deposits reserved to the United States in disposals of such lands for the purpose of drilling, mining, extracting, removing and disposing of oil and gas deposits, except helium. This form should not be used in offering to lease acquired lands or lands in a known geologic structure of a producing oil or gas field.

3. Offers to lease may be made by individuals 21 years of age or over who are citizens of the United States, and by corporations, partnerships or associations.

4. This offer must be prepared in quintuplicate and filed in the proper land office. The term "filing" means the actual receipt of the offer in the proper land office. If the land is in a State for which there is no land office, the offer must be filed with the Bureau of Land Management, Department of the Interior, Washington 25, D. C. (see 43 C.F.R. 192.42 (a)). If less than five copies are filed, the offeror will have 30 days from the date of filing to file the other required copies, in default of which the offer will be rejected and returned to the offeror as withdrawn as to all parties in interest.

5. The offeror shall mark one of the copies first filed at the top with the word "original". If that is not done, the manager will so mark one copy. If there is any variation in the land description among the five copies, the one marked "original" shall govern as to the lands covered by the lease.

6. If additional space is needed in furnishing any of the required information it should be prepared on additional sheets, identified and attached and made part of this offer to lease, such additional sheets being counted as a copy of the form submitted.

7. If any one and [redacted] item 2 of the offer is not qualified to hold a lease [redacted] the lease [redacted] is omitted from the lease [redacted] the lease will be issued to the qualified offeror or offerors in the proportion they were entitled thereto. Any assignment of the lease must be approved by the proper land office. The lessee may assign the whole or any part of the lease [redacted] As an incident to the assignment of a whole lease, the lessee may assign the whole or any part of the lease [redacted] As an incident to the assignment of a part of the lease, the lessee may assign the whole or any part of the [redacted] The assignee must be qualified to hold the assigned lands and must furnish the bond required by the lessee. Unless the assignment is filed in the proper land office within 90 days from the date of execution, it shall not be recognized for any purpose without the consent of the lessor. The assignee shall be bound by the terms of the lease with respect to operations after the assignment. The assignee shall be entitled to the benefit of the actual operation of the lease by the assignor, or by a former assignee, prior to the assignment. The lessee will be relieved of his obligations as to any part assigned, effective as of the date of filing of the assignment, subject to the continued obligation of the assignee to make payment of all rentals and royalties and to place all wells on the land assigned in condition for suspension or abandonment in accordance with the applicable lease terms and regulations. Upon approval of the assignment, the assignee will be furnished a lease bearing the number and effective date of the original lease. The assignee will be required to furnish a bond before approval of the assignment, unless the assignee has already furnished a bond which is adequate to cover the assigned lands.

8. If a personal agent is named in furnishing any of the required information it should be prepared on additional sheets, identified and attached and made part of this offer to lease, such additional sheets being counted as a copy of the form submitted.

9. If any one and [redacted] item 2 of the offer is not qualified to hold a lease [redacted] the lease [redacted] is omitted from the lease [redacted] the lease will be issued to the qualified offeror or offerors in the proportion they were entitled thereto. Any assignment of the lease must be approved by the proper land office. The lessee may assign the whole or any part of the lease [redacted] As an incident to the assignment of a part of the lease, the lessee may assign the whole or any part of the [redacted] The assignee must be qualified to hold the assigned lands and must furnish the bond required by the lessee. Unless the assignment is filed in the proper land office within 90 days from the date of execution, it shall not be recognized for any purpose without the consent of the lessor. The assignee shall be bound by the terms of the lease with respect to operations after the assignment. The assignee shall be entitled to the benefit of the actual operation of the lease by the assignor, or by a former assignee, prior to the assignment. The lessee will be relieved of his obligations as to any part assigned, effective as of the date of filing of the assignment, subject to the continued obligation of the assignee to make payment of all rentals and royalties and to place all wells on the land assigned in condition for suspension or abandonment in accordance with the applicable lease terms and regulations. If the assignee is not already the record title holder, a separate assignment of any operating agreement, sublease, or working or royalty interest should be filed for approval with the lease assignment.

B. SPECIAL INSTRUCTIONS

Item 2.—Total area of land requested should be shown in acres in the space provided at bottom of item 2. That area, except where the rule of approximation applies, must not exceed 2,560 acres or be less than 640 acres or the equivalent of a section and is not within the exceptions in 43 CFR 192.42(d). This does not apply where the total acreage is in error by not more than 10 percent. (c) The filing fee and the first year's rental do not accompany the offer, the rental payment to be for the total acreage if known, and if not known, for the total acreage computed on the basis of 40 acres for each smallest legal subdivision, except where the rental is in error by not more than 10 percent. (d) Except if the power of attorney is within the purview of paragraph 43 CFR 192.41(a)(4)(ii), the offer is signed by an attorney in fact or agent in behalf of the offeror and the offer is not accompanied by a statement over the offeror's own signature with respect to holdings and citizenship and by the evidence required by 43 CFR 192.42(a)(4), and such statement by the principal (offeror) is not filed within 15 days after the filing of the offer. (e) The offer is signed by a guardian or trustee in behalf of a minor and is not accompanied by the evidence required by 43 CFR 192.42(a)(3). (f) Less than five copies of the offer are filed and the copies lacking are not received in the land office before the expiration of 30 days from the date of receipt of the copies first filed, or (g) There is noncompliance with item 4(a) and 5(a) of the Special Instructions. The offeror will be given an opportunity to file a new offer within 30 days from service of the rejection, and the fee and rental payments on the old offer will be applied to the new offer if the new offer shows the serial and receipt numbers of the old offer. The advance rental will be returned unless within the 30-day period another offer is filed.

Item 3.—Total acreage included in the lease and the [redacted] total acreage.

Item 4.—The total amounts remitted should include a $10 filing fee and the first year's rental of the land requested at the rate of 50 cents per acre or fraction thereof, any fraction being counted as an additional acre. The $10 filing fee is retained as a service charge, even in those cases where the offer to lease is completely rejected. In order to protect the offeror's priorities with respect to the land requested, it is important that the rental payment submitted with the offer be sufficient to cover all the land requested at the rate of 50 cents an acre or fraction thereof. If the land requested includes lots or irregular quarter-quarter sections, the exact area of which is not known to the offeror, rental may be submitted for the purpose on the basis of each such lot or irregular quarter-quarter section containing 40 acres. If the offer is withdrawn [redacted] will be returned. Where at the time the lease is to be issued, the land applied for or any part of it is within a known geologic structure of a producing oil or gas field, the lessee will be billed for the additional rental of $1.50 an acre on all the leased land as the yearly rental on such lands is $2 per acre.

Item 5 (a).—Offeror will indicate whether a citizen by birth or naturalization. If production is obtained under this lease or allocated to it, the citizenship status of the lessee will be verified.

If offeror is an unincorporated association (including a partnership), the offer must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual.

If offeror is a corporation it must submit a statement containing the following information: the State in which it is incorporated; that it is authorized to hold oil and gas leases and that the officer executing the lease is authorized to act on behalf of the corporation in such matters; the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. Where such ownership is over 10 percent, additional information may be required by the Bureau before the lease is issued or when production is obtained. If any appreciable percentage of the stock is held by aliens of the excepted class the application will be denied. If 20 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder a separate showing of his citizenship and holdings must be furnished.

Item 5 (b).—Acreage included in unitized leases and leases subject to certain development contracts approved by the Secretary under authority of section 17 (b) is not chargeable.

Item 7 (a).—Wherever applicable the [redacted] stipulations referred to will be made a part of this lease and will be furnished the lessee with the lease when issued. The forms covering them are [redacted] as follows: 4-1078 Stipulations for lands where the surface control is under the jurisdiction of the Department of Agriculture. 4-1087 Lands potentially irrigable; desert land lands within the flow lines of a reservoir site, lands within the drainage area of a constructed reservoir; 4-1088 Lands withdrawn for power purposes and 4-1089, Wildlife Refuge, Game Range, and Recreation Lands. Whenever other stipulations are required [redacted] they will be typed in the space provided.

Item 8.—If there are additional offerors attach a sheet giving the name and post office address of each and [redacted] description of the lands desired by metes and bounds or protracted surveys and option made in all subdivisions.

Item 9.—Offeror to indicate whether or not he is the sole party in interest in this offer and the lease, if issued. If not the sole party in interest, the offeror must submit at the time the offer is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the offer, a separate statement must be signed by them and the offeror, setting forth the nature and extent of their interest in each case, the nature of the agreement between them if oral, and a copy of the agreement if written. Such separate statement and written agreement, if any, must be filed within 15 days after the filing of the lease offer. All interested parties must furnish an explanation of their qualifications to hold such lease interests.

WSO 1510-5
(Dec. '65)

EQUAL OPPORTUNITY

Non-discrimination clauses, regarding "Equal Opportunity" in the attached permit/lease are amended by deleting references to the President's Committee on Equal Employment Opportunity, Executive Order No. 10925 of March 6, 1961, as amended, and Section 303 of Executive Order No. 10925 of March 6, 1961, as amended; and substituting therefor the Secretary of Labor, Executive Order No. 11246 of September 24, 1965, and Section 204 of Executive Order No. 11246 of September 24, 1965, respectively.

CERTIFIED
COPY
BUREAU OF LAND MANAGEMENT

Form 3103–2
(October 1964)
(formerly 4–216)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

STIPULATION FOR LANDS UNDER JURISDICTION OF DEPARTMENT OF AGRICULTURE *

The lands embraced in this lease or permit being under the jurisdiction of the Secretary of Agriculture, the lessee or permittee hereby agrees:

(1) To conduct all operations authorized by this lease or permit with due regard for good land management, not to cut or destroy timber without first obtaining permission from the authorized representative of the Secretary of Agriculture, and to pay for all such timber cut or destroyed at the rates prescribed by such representative; to avoid unnecessary damage to improvements, timber, crops, or other cover; unless otherwise authorized by the Secretary of Agriculture, not to drill any well, carry on operations, make excavations, construct tunnels, drill, or otherwise disturb the surface of the lands within 200 feet of any building standing on the lands and whenever required, in writing, by the authorized representative of the Secretary of Agriculture to fence or fill all sump holes, ditches, and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the lands to their former condition, including the removal of structures as and if required, and when required by such representative to bury all pipelines below plow depth.

(2) To do all in his power to prevent and suppress forest, brush, or grass fires on the lands and in their vicinity, and to require his employees, contractors, subcontractors, and employees of contractors or subcontractors to do likewise. Unless prevented by circumstances over which he has no control, the lessee or permittee shall place his employees, contractors, subcontractors, and employees of contractors and subcontractors employed on the lands at the disposal of any authorized officer of the Department of Agriculture for the purpose of fighting forest, brush, or grass fires on or originating on the lands or on adjacent areas or caused by the negligence of the lessee or permittee or his employees, contractors, subcontractors and employees of contractors and subcontractors with the understanding that payment for such services shall be made at rates to be determined by the authorized representative of the Secretary of Agriculture, which rates shall not be less than the current rates of pay prevailing in the vicinity for services of a similar character: *Provided*, that if the lessee or permittee, his employees, contractors, subcontractors, or employees of contractors or subcontractors, caused or could have prevented the origin or spread of said fire or fires, no payment shall be made for services so rendered.

During periods of serious fire danger to forest, brush, or grass, as may be specified by the authorized representative of the Secretary of Agriculture, the lessee or permittee shall prohibit smoking and the building of camp and lunch fires by his employees, contractors, subcontractors, and employees of contractors or subcontractors within the area involved except at established camps, and shall enforce this prohibition by all means within his power: *Provided*, that the authorized representative of the Secretary of Agriculture may designate safe places where, after all inflammable material has been cleared away, campfires may be built for the purpose of heating lunches and where, at the option of the lessee or permittee, smoking may be permitted.

The lessee or permittee shall not burn rubbish, trash, or other inflammable materials *except* with the consent of the authorized representative of the Secretary of Agriculture and shall not use explosives in such a manner as to scatter inflammable materials on the surface of the lands during the forest, brush, or grass fire season, *except* as authorized to do so or on areas approved by such representative.

The lessee or permittee shall build or construct such fire lines or do such clearing on the lands as the authorized representative of the Secretary of Agriculture decides is essential for forest, brush, and grass fire prevention which is or may be necessitated by the

* This form of stipulation may be used in connection with leases and permits issued under the Acts of February 25, 1920, as amended (30 U.S.C. 181 *et seq.*); August 7, 1947 (30 U.S.C. 351 *et seq.*); February 7, 1927, as amended (30 U.S.C. 281 *et seq.*); April 17, 1926, as amended (30 U.S.C. 271 *et seq.*); October 20, 1914, as amended (48 U.S.C. 432 *et seq.*); June 28, 1944 (58 Stat. 463 *et seq.*); September 1, 1949 (30 U.S.C. 192c); June 30, 1950 (16 U.S.C. 508b); or under the authority of any of the Acts cited in Section 402 of the President's Reorganization Plan No. 3 of 1946 (5 U.S.C. 133y–16, Note).

CERTIFIED
A COPY
BUREAU OF LAND MANAGEMENT

ercise of the privileges authorized by this lease or rmit, and shall maintain such fire tools at his adquarters or at the appropriate location on the lands are deemed necessary by such representative.

) In the location, design, construction and maintnance of all authorized works, buildings, plants, terways, roads, teleyraph or telephone lines, pipeons, reservoirs, tanks, pumping stations, or other uctures or clearance, the lessee or permittee shall all things reasonably necessary to prevent or reduce the fullest extent scarding and erosion of the lands, llution of the water resources and any damage to watershed. Where construction, operation, or intenance of any of the facilities or activities in this lease or permit causes damage to the waed or pollution of the water resources, the lessee permittee agrees to repair such damage and to take ch corrective measures to prevent further pollution damage to the watershed as are deemed necessary the authorized representative of the Secretary Agriculture.

) To pay the lessor or permitter or his tenant or the rface owner or his tenant, as the case may be, for y and all damage to or destruction of property caused the lessee's or permittee's operations hereunder; save and hold the lessor or permitter or the surface ner or their tenants harmless from all damage or ims for damage to persons or property resulting m the lessee's or permittee's operations under this se or permit.

) To recognize existing uses and commitments, the form of Department of Agriculture grazing, timber ting, and special use permits, water developments, ch, road, trail, pipeline, telephone line, and fence hts-of-way and other similar improvements, and to nduct his operations so as to interfere as little as sible with the rights and privileges granted by these mits or with other existing uses.

) To install and maintain cattle guards to prevent passage of livestock in any openings made in ces by the lessee or permittee or his contractors provide access to the lands covered by this lease permit for automotive and other equipment.

(7) If lessee or permittee shall construct any camp on the lands, such camp shall be located at a place approved by the authorized representative of the Secretary of Agriculture, and such representative shall have authority to require that such camp be kept in in a neat and sanitary condition.

(8) To comply with all the rules and regulations of the Secretary of Agriculture governing the national forests or other lands under his jurisdiction which are embraced in this lease or permit.

(9) Unless otherwise authorized, prior to the beginning of operations to appoint and maintain at all times [illegible] whom may be served written orders or notices ecting matters contained in this stipulation, and nform the authorized representative of the Secretary Agriculture, in writing, of the name and address h agent. If a substitute agent is appointed, the lessee or permittee shall immediately so inform the said representative.

(10) To address all matters relating to this stipulation to

[illegible]

at

[illegible]

who is the authorized representative of the Secretary of Agriculture, or to such other representative as may from time to time, be designated, provided that such designation shall be in writing and be delivered to the lessee or permittee or his agent.

(11) If all or any part of the lands lie within a municipal watershed, or are, in the opinion of the authorized representative of the Secretary of Agriculture, primarily valuable for watershed protection, the lessee or permittee shall reseed or otherwise restore the vegetative cover, as required by the authorized representative of the Secretary of Agriculture, for watershed protection and erosion prevention on any areas damaged because of the operation.

(Signature of Lessee)

CERTIFIED

a copy

[illegible]

of LAND MANAGEMENT

SPECIAL STIPULATION

The lessee will not undertake any drilling, construction of roads or pipelines, or any other activity which involves removal of vegetation until a plan of construction and development has been approved by the Forest Service representative. Such approval may be conditioned on reasonable requirements to prevent erosion, water pollution, or damage to surface resources and to provided for restoration of the surface.

SIGNATURE

DATE

CERTIFIED

A TRUE COPY

BUREAU OF LAND MANAGEMENT

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number
Wyoming 7417
TO BE FILLED IN BY LAND OFFICE
Effective Date of Base Lease
September 1, 1967
New Serial Number
W 7417-A

PARTIAL ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

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

(name) Gulf Oil Corporation
(address) 600 Oklahoma Mortgage Building
Oklahoma City, Oklahoma 73102

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.
Section 9: All
Section 16: NW¼
Section 28: NE¼, S½NW¼, N½SE¼, SW¼SE¼

Containing 1160.00 acres, m/l
Sublette County, Wyoming

163523

RECORDED September 21 1977 9:00 AM
IN BOOK 54 Oil & Gas PAGE 533
FEE $4.50 Laura J. Fowler COUNTY CLERK
SUBLETTE COUNTY, CLERK
by Peg Cheney

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%

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

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

One Percent (1% of 8/8ths)

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

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

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

Executed this 27th day of February, 1969

Dorothy Chorney
(Assignor's Signature)

DOROTHY CHORNEY
(Assignor's Address)
P. O. Box 239
Casper, Wyoming 82601
S.S. # 083-12-0566

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

W 031365

Assignment approved as to the lands described below:

Assignment approved effective MAY 1 1969

Date approved APR 1

By Edward W. Guhlhouse
(Authorized Officer)

"ACTING ASSISTANT DISTRICT OIL & GAS"
(Title)

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

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.

[redacted] [redacted] [redacted] [redacted] OR CANADA

[redacted] [redacted] [redacted]

REQUEST FOR APPROVAL OF ASSIGNMENT

Assignee hereby requests approval of assignment

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

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

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

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

3. Is the filing fee of $10 attached? ☐ Yes ☐ No

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

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

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

This form is submitted in lieu of official **Form 3120–13** and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3120–13

Executed this day of , 19

with acknowledgment added

(Assignee's Signature)

(Address)

INSTRUCTIONS

1. *Use of form.* This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) *original* executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments *must* be filed within ninety (90) days from date of final execution and *each must* be accompanied by a filing fee of $10. Any assignment not accompanied by the required fee will not be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer *must* be filed for *each* assignment.

2. *Qualifications of assignee.* Assignee *must* indicate whether or not he is over the age of 21 *and* a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment *must* be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it *must* submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters, and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there *must* be full compliance with the regulations 43 CFR 3123.2.

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

4. *Effect on royalties or payments out of production.* Any overriding royalties or payments out of production created by the assignment but not set out therein *must* be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1–6 relate to assignments of such leases or interests therein.

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

Form 3120–13
(August 1964)
(formerly 4–1178)

STATE OF WYOMING }
SS.
COUNTY OF NATRONA }

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

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 27th day of February, 19 69, personally appeared Dorothy Chorney

and

, to me known to be the identical person she, described in and who executed her 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 Regina M. Short — Notary Public
County of Natrona State of Wyoming
My Commission Expires May 4, 1972

Regina M. Short
Notary Public.

5-25

Form 3106-5
(February 1971)

KINTZEL BLUE PRINT CO
CASPER, WY. WINO

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. W-7417-A

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

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

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* September 1, 1967, hereby transfers and assigns to the assignee shown above the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment *(43 CFR 3106.2-0)* 16524

Township 33 North, Range 114 West
Section 9: All
Section 16: NW/4
Containing 800.00 acres m/l
Sublette County, Wyoming

RECORDED September 21 1977 8:00 A.M
IN BOOK 524 Misc
FEES 6.00 Lora J. Gribble COUNTY CLERK
SUBLETTE COUNTY CLERK by Peg Gaines

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

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

5a. What overriding royalty or production payments is the assignor reserving herein? *(See item 4 of General Instructions; specify percentage.)* 3%

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 1%

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

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

Executed this 10th day of April, 19 74

GULF OIL CORPORATION

EVIDENCE OF AUTHORITY OF ATTORNEY IN FACT IS FILED IN W-024448
NOT HERETOFORE FILED IN SERIAL NO.

By P. A. Weirich
(Assignor's Signature)
P. A. Weirich, Attorney in Fact

600 Oklahoma Mortgage Building
(Assignor's Address)

Oklahoma City, Oklahoma 73102
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

BLANKET REQUEST FOR APPROVAL IN FILE

W-0319583

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective JUN 1 1974

By [signature]
(Authorized Officer)

Chief, Gas Sec.
(Title)

AUG 28 1974
(Date)

NOTE: [illegible] may be reproduced provided that copies [illegible] exact reproductions on white sheets [illegible] official form [illegible] the provisions of 43 CFR 3

[redacted] [redacted] [redacted]

release of Lease. Assignee agrees that it will not release, relinquish or surrender the lease to the Lessor as to the assigned land, in whole or in part, without giving Assignor notice of its intention to do so on or before sixty (60) days before an anniversary date of the lease, and that it will reassign the lease to Assignor as to the acreage it intends to release if Assignor requests this in writing on or before ten (10) days after receipt of Assignee's notice. If Assignor does not request such reassignment, Assignee may release the lease and be thereupon relieved and discharged of all obligations to Assignor not theretofore accrued as to the lands so relinquished. Nothing herein to the contrary withstanding, Assignee shall not be liable to Assignor for inadvertent failure to give the notice herein required. If Assignee assigns the lease or leases covered hereby in whole or in part, it shall to the extent of such assignment be relieved and discharged of all obligations thereafter accruing hereunder.

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 10 day of April, 1974, by P. A. Weirich, attorney-in-fact for Gulf Oil Corporation.

Witness my hand and official seal.

My commission expires 1-20-75

E. J. Carter
Notary Public

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this day of , 19

(Assignee's Signature)

with acknowledgment added

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

(Address, include zip code)

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

GENERAL INSTRUCTIONS

1. *Use of form* – Use only for assignment of record title interest in oil and gas leases. *Do not use for assignments of operating rights (sublease), working interests, royalties, or payments out of production.* 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 fee for 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 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 in 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 said corporation 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 status has previously been furnished as required by the case or 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 C.F.R. 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.

KUNTZ L. PRINTING CO
134 N. Center
Casper, Wyoming

Form 3106 - 5 (February 1971)

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 .....

[redacted] [redacted] [redacted]

Ret PAC [redacted] EEK [redacted] AEM, Box 1235, [redacted] 80302

FORM 26

KLINTZEL BLUE PRINT CO

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-0321395

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned, Laverne J. Davis, by virtue of an agreement or assignment dated the 30th day of August, 1967, between Laverne J. Davis and Erving Wolf, and recorded in the Office of the County Clerk of the County of _____ State of _____, is the owner of an overriding royalty of Three per cent (3 %) 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 27 North, Range 103 West, 6th P. M.
Section 33: S½
Section 34: S½

containing 640.0 acres, more or less

16[illegible]

All of which lands are covered by and included within that certain oil and gas lease or an application for oil and gas lease, bearing Wyoming Land Office Serial No. 0321395

NOW, THEREFORE, for and in consideration of the sum of One or more ($ 1.00) and other good and valuable considerations in hand paid by Alyro E. "Eddie" Mills of Boulder, Colorado hereinafter called "Assignee," the receipt and sufficiency of which is hereby acknowledged by Laverne J. Davis, hereinafter called "Assignor," Assignor has sold, assigned, transferred, and conveyed, and by these presents does sell, assign, transfer, and convey unto Assignee five twelfths (5/12) of the aforementioned overriding royalty, and being one & one fourth per cent (1 1/4%) of all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the premises hereinabove described made 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, her 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.

Asaignor hereby represents and covenants that she is the lawful owner of the interest hereby transferred and assigned; that she 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 I will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, Assignor has hereunto set his hand this 21st day of November, 1967

WITNESS:

Laverne J. Davis

538

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 22nd day of November, 19 67, personally appeared Laverne J. 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 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 3-7-68

Notary Public.

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

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

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

and .....

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

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

My Commission Expires.....

Notary Public.

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

ACKNOWLEDGMENT (For use by Corporation)

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

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

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

(SEAL)

Notary Public.

My Commission expires.....

FROM

No.....

TO

Dated 19

No. Acres.....

County.....

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

County Clerk.

By ..... Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

[redacted] [redacted] AEM, Box 1235, [redacted], 80302

Re: PACIFIC CREEK
OR 1

BLUE PRINT CO.
134 N. CENTER
CASPER, WYOMING

ASSIGNMENT OF ROYALTY

KNOW ALL MEN BY THESE PRESENTS: That Mark J. Davis, assignor, of Box 355, Casper, Wyoming 82601 for and in consideration of the sum of One Dollar ($1.00) and other valuable considerations, to him in hand paid by Alvro E. "Eddie" Mills of Boulder, Colorado hereinafter designated assignee, receipt whereof is hereby acknowledged, does hereby SELL, ASSIGN, SET OVER, TRANSFER and CONVEY unto said assignee his heirs, successors and assigns, all his right, title and interest in, of and to one and one-half (1 1/2%) of all the oil, gas and other hydrocarbon substances produced and saved from the following described lands situated in Sublette County, Wyoming To-wit:

Township 27 North, Range 103 West, 6th P. M.
Section 16: All

containing 640.0 acres, more or less

Wyoming State 66-1599

46549

and embracing 640.0 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 covenants 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 21st day of November, 1967.

Signed in presence of

[redacted] Mark J. Davis (SEAL)

[redacted] (SEAL)

540

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 22nd day of November A. D. 67, personally appeared Mark J. 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 executed the same as his free and voluntary act and deed for the uses and purpose therein set forth.

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

My Commission Expires

Notary Public.

STATE OF }
COUNTY OF } ss.

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

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

day of , 19 , personally appeared

and

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

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

My Commission Expires

Notary Public.

State of }
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 Book Page of the records of this office.

County Clerk.

Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

FACSIMILE REPRODUCTION by
Tollock's Inc [redacted]-1681

BUREAU O' AND MANAGEMENT [redacted]

Serial No. W-54161 [redacted]

LAND OFFICE USE ONLY

New Serial No

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

RAINBOW RESOURCES, INC. - 25%
#10 Lakeside Lane
4704 Harlan Street
Denver, Colorado 80212

FARMLAND INTERNATIONAL ENERGY CO. - 50%
1212 First City East Building
Houston, Texas 77002

BARBER OIL EXPLORATION, INC. - 25%
2627 Tenneco Building
Houston, Texas 77002

The undersigned, as owner of 100 percent of record title of the above designated oil and gas lease issued effective (date) April 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 114 West, 6th P.M.
Section 5: Lot 4
Section 6: Lots 1,2, S½NE¼, SE¼
Section 7: E½
Section 9: SE¼SE¼
Section 17: All
Section 18: SE¼
Section 19: E½

Containing 1779.12 acres more or less
Sublette County, Wyoming

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

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

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

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) 5% of 8/8ths

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

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

Executed this 28th day of June, 19 76

William S. Schicktanz
(Assignor's Signature)

[redacted]
(Assignor's Address)

[redacted]
(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

162571

RECORDED Sept 26 1977 8:55 AM
54 044 BOOK 542
Lincoln County Wyoming
by Peg Carney

Assignment approved effective Dec 1 1976 By Glenn W. Price
(Authorized Officer)

AUS 1976
(Title) (Date)

NOTE: This form may be reproduced [illegible] 43 CFR 3165

542

FOR CLAIM

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A ASSIGNEE CERTIFIES THAT

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

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

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

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

[redacted]

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.

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

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF Colorado
COUNTY OF Denver } ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 28th day of June, 1976, personally appeared William S. Schicktanz

and

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

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

My Commission Expires March 31, 1980

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:

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation
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-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 14 day of [illegible], 19[illegible]

RAINBOW RESOURCES, INC.

(Assignee's Signature)

Charles A. Shear, Vice-President

10 Lakeside Lane
4704 Harlan St.
Denver, Colorado 80212

(Address, include zip code)

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

Corporate Qualifications filed in M-065500

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.

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 11th day of December, 1976

FARMLAND INTERNATIONAL ENERGY COMPANY

By: _____
(Assignee's Signature)

1212 First City East Building
Houston, Texas 77002
(Address, include zip code)

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation
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-830

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 14 day of [illegible], 1976

BARBER OIL EXPLORATION, INC.

[signature]

(Assignee's Signature)

W. P. Goodson, Vice President

2627 Tenneco Building
Houston, Texas 77002

(Address, include zip code)

COPY 547

Form 4-1175
(December 1960)

Facsimile Reproduction
by Quest Graphics Corp.
2424 Evans Ave.
Cheyenne, Wyo. 82001

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number
W-54161

Effective Date of Base Lease
April 1, 1976

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

o: William S. Schicktanz (Name)
Suite 204 - 555 17th Street
Denver, Colorado 80202
(Address)

he record title interest in and to such lease as specified below: without warranty of title, either express or implied

1. Lands affected by this assignment: Sublette County, Wyoming
Township 29 North, Range 114 West, 6th P.M.

Section 5: Lot 4
Section 6: Lots 1, 2, S½NE¼, SE¼
Section 7: E½
Section 9: SE¼SE¼
Section 17: All
Section 18: SE¼
Section 19: E½
Containing 1779.12 acres, more or less

he Assignee, its successors or assigns, should, at any time, desire to relinquish said oil gas lease as to all, or any portion, of the above described lands, Assignee, its successors ssigns, shall tender to Assignor only and without additional burdens, a reassignment of said e as to the lands sought to be relinquished to the Assignor (1) at least sixty (60) days r to the time for the payment of the next annual rental under the terms of said lease or any nsion or renewal thereof or (2) at least sixty (60) days prior to the expiration of said e, in the event the same may be extended or renewed. In such event, the Assignor shall accept reassignment within thirty (30) days from the time the same is tendered, failing in which, Assignee, its successors or assigns, shall be free to surrender, or relinquish said lease o such lands. In the event the reassignment is accepted by the Assignor as herein provided, Assignor shall save, hold and protect the Assignee, its successors or assigns, harmless from rentals and liability of whatsoever character subsequently accruing under said lease on account he lands covered by said reassignment. In the event Assignee, its successors or assigns, shall to carry out the above provisions, or if it should for any reason fail to pay the annual al, and the lease is thereby terminated or expires, Assignee, its successors or assigns, will to Assignor as the agreed value of the lease, and not as a penalty, a sum of dollars equal he consideration paid by Assignee for said lease.

2. Interest of assignor in above-described lands 100%

3. Extent of interest conveyed to assignee 100%

4. Overriding royalty or production payments reserved herein to assignor *(State percentage only) (See Item 4 of Instructions)*

Five Percent (5%) of One Hundred Percent (100%)

5. Overriding royalties or production payments previously reserved *(State percentage only)* None

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

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

Executed this 10th day of May, 19 76.

Estelle C. Haefele
(Assignor's signature)
ESTELLE C. HAEFELE
6202 Rue Royale Dr., Cheyenne, Wyo 82001
(Address)

Social Security No: 520-50-4055

Assignment approved effective:

AUG 1 1976
(Date)

THE UNITED STATES OF AMERICA
By [signature] (Signing Officer)
..., Oil & Gas Section
AUG ... 1976
(Title)

Title 18 USC, sec. 1001 makes it a crime for any person knowingly and wilfully to make to any Department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

[redacted] [redacted] [redacted]

REQUEST FOR APPROVAL OF ASSIGNMENT

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

1. Assignee is 21 years of age or over, and is a citizen of the United States: [X] Native Born [ ] Naturalized

2. Assignee is a corporation or other legal entity *(specify kind)* _____

and is qualified to take this assignment as shown by statements attached hereto. *(See Item 2 of Instructions)*

3. 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.

4. Assignee [X] is [ ] is not the sole party in interest in this assignment. *(If assignee is not the sole party in interest, information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions.)*

5. Amount remitted: Filing fee, $10.

The assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the signing officer of the Bureau of Land Management.

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

Executed this 2nd day of June, 19 76.

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.

162572

RECORDED Sept 26 1977 at 8:11 AM
Book 57 of Oil & Gas Page 547
Laramie County, Wyoming
By Clerk

(Assignee's signature)

WILLIAM S. SCHICKTANZ
Suite 204 - 555 17th Street
Denver, Colorado 80[illegible]

(Address)

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

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF Wyoming
COUNTY OF Laramie } ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 10th day of May, 1976, personally appeared Estelle C. Haefele

and _____

_____, to 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.

Dianne Greene
Notary Public
County of Laramie State of Wyoming
My Commission expires January 10, 1978

My Commission Expires January 10, 1978

Dianne Greene
Notary Public

INSTRUCTIONS

1. *Use of Form.* This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three original executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments must be filed within 90 days from date of final execution and each must be accompanied by a filing fee of $10. Any assignment not accompanied by the required fee will not be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate statement of interests must be filed for each assignment.

2. *Qualifications of Assignee.* Assignee must indicate whether a citizen by birth or naturalization. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated, (b) that it is authorized to hold oil and gas leases, (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters, and (d) the percentage of the voting stock and of any of the stock owned by aliens or those having addresses outside the United States. Where such ownership is over 10 percent, additional information may be required by the Bureau of Land Management prior to approval of the assignment. If 20 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there must be full compliance with the regulations 43 CFR 192.42(e) and (f).

3. *Statement of Interests.* Assignee must indicate whether or not he is the sole party in interest to the assignment. If assignee is not the sole party to this assignment, the following information must be furnished: (a) the names and nature of the interest of all other interested parties, (b) the nature of the agreement between them, if oral, and, (c) a copy of any written agreement. Any such statement must be signed by all interested parties and include information as to citizenship, and acreage holdings of each interested party.

4. *Overriding Royalties or Payments out of Production.* Any overriding royalties or payments out of production created by the assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of Assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 192.144(b). Oil and gas leases are governed by the regulations 43 CFR, Parts 191 and 192, of which Secs. 192.140–192.145 relate to assignments of such leases or interests therein.

548

Pt1. Plse Book 12, Page 638

549

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: **Estelle C. Raefele**
Street: **6202 Rue Royale Drive**
City, State, Zip Code: **Cheyenne, WY 82001**

W 54161
(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. 29 N., R. 114 W., 6th Prin. Mer.
Section 5: Lot 4
Section 6: Lots 1, 2, S½NE¼, SE¼
Section 7: E½
Section 9: SE¼SE¼
Section 17: All
Section 18: SE¼
Section 19: E½

182573

RECORDED Sept 26 1977 AT 10:47 AM
IN BOOK 249 OF
PAGE 549
Yale J Yale
COUNTY CLERK
Wyo Reg Co

U. S. Geological Survey reports lands in lease were not within a known Geologic Structure on MAR 26 1976

Containing a total of **1779.12** acres | Annual Rental $ 890.00

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

Effective date of lease: APR 1 1976

THE UNITED STATES OF AMERICA

By [signature]
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

MAR 31 1976
(Date)

[redacted] [redacted] [redacted]

ASSIGNMENT OF OIL AND GAS LEASE

INTER-AMERICAN PETROLEUM CORPORATION, a Colorado corporation, of 609 East Speer Boulevard, Denver, Colorado 80203, and THOMAS A. CHORNEY of 732 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 on Exhibit "A" attached to this Assignment and made a part hereof.

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 leases. In the event the leasehold in said leases covers less than the entire oil and gas leasehold estate, then the said five percent (5.0%) overriding royalty interest shall be reduced in the proportion that the interest in the leasehold bears to the entire leasehold interest.

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 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 __ DAY OF AUGUST, 1977

ATTEST:

_____
Assistant Secretary

INTER-AMERICAN PETROLEUM CORPORATION

BY: _____
Joseph R. Mazzola, Vice President

BY: _____
Thomas A. Chorney

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

The foregoing instrument was acknowledged before me this __ day of August, 1977, by Joseph R. Mazzola, as Vice President of Inter-American Petroleum Corporation, a Colorado corporation.

WITNESS my hand and official seal.

Rosemary A. Mazzei
Notary Public

My Commission Expires: June 21st, 1980

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

The foregoing instrument was acknowledged before me this 31st day of August, 1977, by Thomas A. Chorney

WITNESS my hand and official seal.

Rosemary A. Mazzei
Notary Public

My Commission Expires: June 21, 1980

EXHIBIT "A"

Attached to and made a part of Assignment dated August 30, 1977, by and between Inter-American Petroleum Corporation and Thomas A. Chorney, Assignors, and Northwest Exploration Company, Assignee.

6W-1269-1 Oil and Gas Lease dated June 27, 1977 from Mary O'Neil Meeks, Lessor, to Inter-American Petroleum Corporation and Thomas A. Chorney, Assignor, Lessee, recorded in Book 54 O&G, Page 333, covering the following described lands in Sublette County, Wyoming:

Township 34 North, Range 112 West
Section 5: S/2SW/4, NW/4SW/4
Section 6: SE/4, E/2SW/4, SE/4NW/4, Lots 5,6,7
Section 7: NE/4, W/2SE/4, NE/4SE/4, E/2NW/4, E/2SW/4, Lots 1,2,3,4
Section 8: NW/4, NW/4SW/4
Section 18: E/2NW/4, W/2NE/4, NW/4SE/4, NE/4SW/4 Lots 1,2,3,4
Section 19: Lot 1, NE/4NW/4

Township 34 North, Range 113 West
Section 1: S/2NE/4, N/2SE/4, SE/4SE/4
Section 12: SE/4, SE/4NE/4
Section 13: NE/4, N/2SE/4, SE/4SE/4

Containing 2,465.25 acres, more or less.

182570

553

ASSIGNMENT

OIXC- 4906264

STATE OF WYOMING OIL AND GAS LEASE

File 4906264

KNOW ALL MEN BY THESE PRESENTS: That I, we, MAURICE W. BROWN
300 South Greeley Highway, Cheyenne, Wyoming 82001, assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 76-0409,
and covering land situate in Sublette County, Counties, described as follows:

Township 32 North, Range 111 West, 6th P.M.

Section 16: All

and containing 640.00 acres more or less, for and in consideration of the sum of Ten and 00/100------ Dollars
($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto
CITIES SERVICE COMPANY, P. O. Box 300
of Tulsa, Oklahoma 74102, assignee, all rights, title and interest of assignor in and to said lease
insofar as it covers the following described land:

Same as above

162603

and containing 640.00 acres, more or less, reserving, however, unto assignor Four and one-half percent
(4½%) of 8/8th overriding royalty; Subject to One-half of one percent (½ of 1%)
previously provided for

TO HAVE AND TO HOLD unto the said CITIES SERVICE COMPANY, 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 11th day of May, 1977

WITNESS

Assignor-Lessee

By

President

Attest:

(SEAL)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of }
County of } ss.

On this day of , A. D. 19 . before me personally appeared
to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

(SEAL)

Notary Public

My Commission expires:

ACKNOWLEDGEMENT (For use by Corporation)

State of }
County of } ss.

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

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

(SEAL)

Notary Public

My Commission expires:

Assignment approved by Board of Land Commissioners: July 7, 1977 State for the payment of any overriding royalty without binding the State for the/

Assignment received in the Office of the Commissioner of Public Lands: September 2, 1977

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 State Records.

10M [illegible]

STATE OF Wyoming)
)
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me by MAURICE W. BROWN

this 11th day of May, 1977.

Witness my hand and official seal.

My commission expires: August 31, 19[illegible]

Notary Public

REASSIGNMENT RIDER

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least thirty (30) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should Assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee prior to the anniversary date of the lease. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof. Assignee's liability shall be limited to the amount paid as cash consideration for this lease.

555

ASSIGNMENT

OLXG 49062

STATE OF WYOMING OIL AND GAS LEASE

File 4906265

KNOW ALL MEN BY THESE PRESENTS: That I, we, MAURICE W. BROWN
300 South Greeley Highway, Cheyenne, Wyoming 82001, assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 76-0675,
and covering land situate in Sublette County, Counties, described as follows:

Township 35 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 and 00/100------Dollars
($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto
CITIES SERVICE COMPANY, P.O. Box 300
of Tulsa, Oklahoma 74102, assignee, all rights, title and interest of assignor in and to said lease
insofar as it covers the following described land:

Same as above

1026.1

and containing 640.00 acres, more or less, reserving, however, unto assignor Five percent (5%) of 8/8ths
overriding royalty

TO HAVE AND TO HOLD unto the said CITIES SERVICE COMPANY, THIER 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 11th day of May, 1977

WITNESS:

Assignor-Lessee

By

President

Attest:

(SEAL)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of }
County of } ss.

On this day of , A. D. 19 , before me personally appeared
to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

SEAL)

Notary Public

My Commission expires

ACKNOWLEDGEMENT (For use by Corporation)

State of }
County of } ss.

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

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

SEAL)

Notary Public

My Commission expires:

payment of any overriding royalty
Assignment approved by Board of Land Commissioners July 7, 1977 without binding the State for the/

Assignment recorded in the Office of the Commissioner of Public Lands: September 2, 1977

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 records.

[redacted] [redacted] [redacted]

STATE OF Wyoming)
)
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me by MAURICE W. BROWN

this 11th day of May, 1977.

Witness my hand and official seal.

My commission expires:

Public
of
Laramie
My Commission
11, 1979

Notary Public

REASSIGNMENT RIDER

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least thirty (30) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should Assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee prior to the anniversary date of the lease. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof. Assignee's liability shall be limited to the amount paid as cash consideration for this lease.

557

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

01X6-490626

File 490626

KNOW ALL MEN BY THESE PRESENTS: That I, we, MAURICE W. BROWN
300 South Greeley Highway, Cheyenne, Wyoming 82001, assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 76-0263
and covering land situate in Sublette County, Counties, described as follows.

Township 29 North, Range 109 West, 6th P.M.

Section 36: All

and containing 640.00 acres more or less, for and in consideration of the sum of Ten and 00/100------- Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto CITIES SERVICE COMPANY, P.O. Box 300
of Tulsa, Oklahoma 74102, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Same as above

182605

Sept 27 1977
34 019 557
4th Jour of Yates

and containing 640.00 acres, more or less, reserving, however, unto assignor Four and one-half percent (4½%) of 8/8ths overriding royalty; Subject to One-half of one percent (½ of 1%) previously provided for.

TO HAVE AND TO HOLD unto the said CITIES SERVICE COMPANY, 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 11th day of May, 1977

WITNESS:

Assignor-Lessee

By

President

Attest:

(SEAL)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of }
County of } ss.

On this day of , A. D. 19 , before me personally appeared to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

(SEAL)

Notary Public

My Commission expires:

ACKNOWLEDGEMENT (For use by Corporation)

State of }
County of } ss.

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

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

(SEAL)

Notary Public

My Commission expires:

Assignment approved by Board of Land Commissioners: July 7, 1977 without binding the State for the payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: September 2, 1977

(Fee for recording this form of assignment $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 records.)

[redacted] [redacted] [redacted]

STATE OF Wyoming)
)
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me by

MAURICE W. BROWN

this 11th day of May, 1977.

Witness my hand and official seal.

My commission expires: [illegible] of Wyoming [illegible] 31, 1979

Notary Public

REASSIGNMENT RIDER

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least thirty (30) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should Assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee prior to the anniversary date of the lease. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof. Assignee's liability shall be limited to the amount paid as cash consideration for this lease.

559

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

01X6- 030626

File 4906267

KNOW ALL MEN BY THESE PRESENTS: That I, we, MAURICE W. BROWN
300 South Greeley Highway, Cheyenne, Wyoming 82001, assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 76-0410,
and covering land situate in Sublette County, Counties, described as follows:

Township 32 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 and 00/100------ Dollars
($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto
CITIES SERVICE COMPANY, P.O. Box 300
Tulsa, Oklahoma 74102
of , assignee, all rights, title and interest of assignor in and to said lease
insofar as it covers the following described land:

Same as above

16260

and containing 640.00 acres, more or less, reserving, however, unto assignor Four and one-half percent
(4½%) of 8/8ths overriding royalty; Subject to One-half of one percent(½ of 1%)
previously provided for .

TO HAVE AND TO HOLD unto the said CITIES SERVICE COMPANY, 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 11th day of May, 1977

WITNESS:

Assignor-Lessee

By

President

Attest:

(SEAL)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of
} ss.
County of

On this day of , A. D. 19 , before me personally appeared
to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

(SEAL)

Notary Public

My Commission expires:

ACKNOWLEDGEMENT (For use by Corporation)

State of:
} 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:

payment of any overriding royalty
Assignment approved by Board of Land Commissioners: July 7, 1977 without binding the State for the/

Assignment received in the Office of the Commissioner of Public Lands: September 2, 1977

(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 State Records.)

fb

19M 4 7 3

[redacted] [redacted] [redacted]

STATE OF Wyoming)
)
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me by

MAURICE W. BROWN

this 11th day of May, 1977.

Witness my hand and official seal.

My commission expires:

SILLOW - Notary Public
Laramie State of Wyoming
Commission expires August 31, 19[illegible]

Notary Public

REASSIGNMENT RIDER

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least thirty (30) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should Assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee prior to the anniversary date of the lease. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof. Assignee's liability shall be limited to the amount paid as cash consideration for this lease.

561

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

01X6- 49062

File 490626

KNOW ALL MEN BY THESE PRESENTS: That I, we, MAURICE W. BROWN
300 South Greeley Highway, Cheyenne, Wyoming 82001, assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 76-0817,
and covering land situate in Sublette County, Counties, described as follows:

Township 33 North, Range 109 West, 6th P.M.

Section 36: W½, SE¼, W½NE¼, SE¼NE¼

and containing 600.00 acres more or less, for and in consideration of the sum of Ten and 00/100------Dollars
($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto
CITIES SERVICE COMPANY, P.O. Box 300
of Tulsa, Oklahoma 74102, assignee, all rights, title and interest of assignor in and to said lease
insofar as it covers the following described land:

Same as above

Sept 27 77 9am H
54 Cntl 561
45c Jan J Cyke

Big Peg Creek

2

and containing 600.00 acres, more or less, reserving, however, unto assignor Five percent (5%) of 8/8ths
overriding royalty

TO HAVE AND TO HOLD unto the said CITIES SERVICE COMPANY, 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 11th day of May 1977

WITNESS.

Assignor-Lessee

By

President

Attest:

(SEAL)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of
County of } ss.

On this day of , A. D. 19 , before me personally appeared
to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

(SEAL)

Notary Public

My Commission expires:

ACKNOWLEDGEMENT (For use by Corporation)

State of
County of } ss.

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

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

(SEAL)

Notary Public

My Commission expires:

payment of any overriding royalty
Assignment approved by Board of Land Commissioners: July 7, 1977 without binding the State for the/

Assignment recorded in the office of the Commissioner of Public Lands: September 2, 1977

(Fee for recording this assignment is $10.00. If other terms are desired incorporated in the assignment a special form should be prepared and ... forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office records.)

13.

[redacted] [redacted] [redacted]

STATE OF Wyoming)
)
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me by

MAURICE W. BROWN

this 11th day of May, 1977.

Witness my hand and official seal.

My commission expires:

Laramie
My Commission

Notary Public

REASSIGNMENT RIDER

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least thirty (30) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should Assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee prior to the anniversary date of the lease. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof. Assignee's liability shall be limited to the amount paid as cash consideration for this lease.

FACSIMILE REPRODUCTION by Tallock's

563

01X6-4906312

File 4906312

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 77-332,
and covering land situate in Sublette County, Counties, described as follows:

Township 30 North, Range 110 West, 6th P.M.
Section 22: Lot 8
Section 23: Lot 2
Section 36: All

and containing 716.49 acres more or less, for and in consideration of the sum of Ten and 00/100------ Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto CITIES SERVICE COMPANY P.O. Box 300, Tulsa, Oklahoma 74102
of ----------, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 30 North, Range 110 West, 6th P.M.
Section 22: Lot 8
Section 23: Lot 2
Section 36: All

162608

Sept 27 7799
54 019 563
Lucy Yates TWP CLERK
CHIEF CLERK
by Peg Cram

and containing 716.49 acres, more or less, reserving, however, unto assignor Four and one-half percent (4-1/2%) ORRI; being a total of five percent (5%) ORRI with one-half of one percent (1/2 of 1%) ORRI being previously reserved.

TO HAVE AND TO HOLD unto the said CITIES SERVICE COMPANY, ---------- successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 21st day of June, 1977

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 21st day of June, A. D. 1977, 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 21st day of June, A. D. 1977.

(SEAL) PUBLIC

My Commission expires: March 17, 1980

Virginia M. Miner
Notary Public

ACKNOWLEDGEMENT (For use by Corporation)

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

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

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

(SEAL)

Notary Public

My Commission expires: ----------

Assignment approved by Board of Land Commissioners: Aug. 4, 1977 without binding the State for the payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: Sept. 2, 1977

(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.)

bp

Form Approved: 3-2-50
5,000 April 1959

the event Assignee desires to surrender said lease as to all or any
of the acreage covered thereby, said Assignee agrees to notify
ignor by registered mail, at least forty-five (45) days in advance of
anniversary date specified in said lease, and Assignor hereunder shall
have fifteen (15) days after receipt of such notice within which to
ct to take a reassignment of said lease as to the portion thereof to be
inquished. Should Assignor hereunder elect to receive such a reassign-
t, same will be delivered by Assignee prior to the anniversary date of
lease. Any reassignment under the terms of this paragraph shall be
e and clear of all burdens, encumbrances, or outstanding interests
er than those existing on the date hereof. However, Assignee, in the
nt of error or omission, shall not be liable in excess of the consider-
on paid herein.

DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

WASHINGTON, D. C.

IN THE MATTER OF U.S. OIL AND GAS LEASE)
BEARING SERIAL NO. Wyoming 02244)
COVERING THE HEREINAFTER DESCRIBED LANDS IN) ASSIGNMENT OF ROYALTY INTEREST
THE COUNTY OF Sublette)
STATE OF Wyoming .)

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, under date of July 1, 19 4, the United States of America issued unto Clarence I. Justheim, as Lessee, that certain U. S. Oil and Gas Lease bearing Serial No. Wyoming 02244, affecting certain lands in the County of Sublette, State of Wyoming, described as follows:

T. 27 N., R. 113 W., 6th P.M., Wyoming
Sec. 27: Lots 1, 4, 5, 7 and 8

162639

132.4 acres

and,

WHEREAS, Clarence I. Justheim is the present owner and holder of a two (2) % overriding royalty interest in and to the oil, gas and other hydrocarbon substances, produced, saved and sold from the said lands, under and pursuant to said Oil and Gas Lease.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, Clarence I. Justheim, does hereby set over, transfer and assign unto J. H. Kroger, Sr. subject to the approval of the Secretary of the Interior, and undivided one (1) % overriding royalty interest in and to the oil, gas and other hydrocarbon substances, produced, saved and sold from the aforesaid lands, under and pursuant to said Oil and Gas Lease, divided as follows:

This Assignment shall inure to and bind the parties hereto, their heirs, successors, administrators, executors and assigns.

IN WITNESS WHEREOF, this Assignment of Royalty Interest has been executed this 1st day of August, 19 55

Clarence I. Justheim

STATE OF Utah)
) SS.
COUNTY OF Salt Lake)

On this 1st day of August, 19 55, personally appeared before me, the undersigned Notary Public in and for said County and State, CLARENCE I. JUSTHEIM, the signer of the above instrument, who duly acknowledged to me that he executed the same.

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

Notary Public in and for said
County and State

My Commission Expires:

April 21, 1957

W-2575

Form 3110-[redacted]
(September [redacted]
(formerly 3120-10)

UNI[redacted]TES
DEPARTME[redacted]E INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted]

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: R. W. Robbins
Street: 208 Petroleum Building
City, State, Zip Code: Casper, Wyoming 82601

W-58384 (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 27 N, R 112 W, 6th Prin Mer
Sec 23: NE¼, N½SE¼

U. S. Geological Survey reports lands in lease were not within a known Geologic Structure on MAR 18 1977

Containing a total of 240.00 acres | Annual Rental $ 240.00

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

Effective date of lease: APR 1 1977

THE UNITED STATES OF AMERICA

168617

Sept 08 779 AM
54 Ctg 566
75c Fee Yes

By Glenna M. Faiel
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

MAR 31 1977
(Date)

566

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

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

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

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

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

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(i) For each lease year a rental of 50 cents per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.

(ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

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

(5) *Payment.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor to the order of the Bureau of Land Management at the office mentioned in the regulation 43 CFR 3103.... 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.

(e) *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.

(f) *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; [illegible] [redacted] [illegible]

(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 permit 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 [illegible] to and upon any partial or [illegible] [redacted] [illegible] 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) *Delivery of premises in cases of forfeiture.*—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

Sec. 3. The lessor reserves:

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

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

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

(d) *Helium.*—Pursuant to Section 1 of the act as amended, the ownership of helium and the right to extract or have it extracted from all gas produced under this lease subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If the lessor elects to take the helium, the lessee shall deliver all or any portion of gas containing the same to the lessor in the manner required by the lessor, at any point on the leased premises, or, if the area is served at the time of production by a gas gathering system owned or operated by the lessee, at any point in that system specified by the lessor, for extraction of the helium by such means as the lessor may provide. The residue shall be returned to the lessee, with no substantial delay in the delivery of the gas produced from the well to the owner or purchaser thereof. Save for the value of the helium extracted, the lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. The lessor reserves the right to erect, maintain, and operate any and all reduction works necessary for extraction of helium on the leased premises. The lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that the lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold and that the lessor may take the gas from a pipeline carrier or any other gas gathering system and extract the helium and return the gas to the owner thereof, without delay other than that caused by the extraction process; save for the value of the helium, the owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in the lessor under this paragraph shall also run to any agent or 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 [illegible], shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; [illegible] 3741 of the Revised Statutes [illegible] [redacted] [illegible] 41 [illegible] S. [illegible]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

Area Oil and Gas Supervisor or
District Engineer [illegible]

GEOLOGICAL SURVEY
P. O. BOX [illegible]
CASPER, WY [illegible]

Management Agency [illegible]

BUREAU OF LAND MANAGEMENT
P. O. BOX [illegible]
ROCK SPRINGS, WY 82901

Address [illegible]

1. Notwithstanding any provision of this lease to the contrary, any drilling construction or other operation on the leased lands that will disturb the surface thereof or otherwise affect the environment, hereinafter called "surface disturbing operation," conducted by lessee shall be subject, as set forth in this stipulation, to prior approval of such operation by the Area Oil and Gas Supervisor in consultation with appropriate surface management agency and to such reasonable conditions not inconsistent with the purposes for which this lease is issued, as the Supervisor may require to protect the surface of the leased lands and the environment.

2. Prior to entry upon the land or the disturbance of the surface thereof for drilling or other purposes, lessee shall submit for approval two (2) copies of a map and explanation of the nature of the anticipated activity and surface disturbance to the District Engineer or Area Oil and Gas Supervisor, as appropriate, and will also furnish the appropriate surface management agency named above with a copy of such map and explanation.

An environmental analysis will be made by the Geological Survey in consultation with the appropriate surface management agency for the purpose of assuring proper protection of the surface, the natural resources, the environment, existing improvements, and for assuring timely reclamation of disturbed lands.

3. Upon completion of said environmental analysis, the District Engineer or Area Oil and Gas Supervisor, as appropriate, shall notify lessee of the conditions, if any, to which the proposed surface disturbing operations will be subject.

Said conditions may relate to any of the following:

(a) Location of drilling or other exploratory or developmental operations or the manner in which they are to be conducted;

(b) Types of vehicles that may be used and areas in which they may be used; and

(c) Manner or location in which improvements such as roads, buildings, pipelines or other improvements are to be constructed.

Form [illegible]

GPO [illegible]

No occupancy or other surface disturbance will be allowed on slopes in excess of 25 percent, without written permission from the District Engineer, Geological Survey, with the concurrence of the District Manager, BLM.

In order to minimize watershed damage, exploration, drilling, and other development activity will be allowed only during the period from May 15 to March 1. This limitation does not apply to maintenance and operation of producing wells. Exceptions to this limitation in any year may be specifically authorized in writing by the District Engineer, Geological Survey with the concurrence of the District Manager, BLM.

Form 3[redacted]
(February 1971)

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

FORM [redacted]VED
OMB NO. 42-R1599

Serial No.
Wyoming 58384

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Trigood Oil Company
P. O. Box 1700
Casper, Wyoming 82602

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective (date) April 1, 1977, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming
Section 23: NE¼, N½SE¼

containing 240 acres, more or less

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

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

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

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 14th day of June, 1977

(Assignor's Signature)
R. W. Robbins

208 Petroleum Building
(Assignor's Address)

Casper, Wyoming 82601
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA 162645

Assignment approved as to the lands described below:

SAME LAND [illegible] AS ITEM 2

Sept 26 1977 9:00 A.M.
24 CTY 570
4:30 Sec'y Lyke
Lg Rpt Cmng

Assignment approved effective AUG 1 1977

By [illegible]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JUL 20 1977
(Date)

NOTE: The [illegible] (See [illegible] on reverse sheet of this official form for [illegible] 43 CFR [illegible])

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FOR C[illegible]

PART II

[illegible] 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 *[illegible] 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 [illegible] 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 **14th** day of **June**, 19 **77.**

ATTEST:

R. J. Todd, Assistant Secretary

TRIGOOD OIL COMPANY

Fred Goodstein (Assignee's Signature) President

With acknowledgment added

This form is substituted 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 acknowledgement below which is the only addition to Official Form 3106-5 (February 1971)

P. O. Box 1700, Casper, Wyoming 82602

(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.

[illegible]

... (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. If 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).

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

Form 3106-5 (February 1971)

KINTZEL PRINTING CO.
134 N. Center
Casper, Wyoming

STATE OF **Wyoming**
COUNTY OF **Natrona** } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this **14th** day of **June**, 19 **77**, personally appeared **R. W. Robbins**

and ....

to 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

Lucy Ann Dornell — Notary Public
[illegible]
My Co[redacted] [illegible] 5, 198[illegible]

Lucy Ann Dornell
Notary Public.

[redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, R. W. ROBBINS, 208 Petroleum Building, Casper, Wyoming 82601, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00) and other good and valuable considerations, receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto R. J. TODD, 2034 Lynwood Place, Casper, Wyoming 82601 and unto LUCY M. DURNELL, 1209 South Lincoln, Casper, Wyoming 82601, an overriding royalty of One and one-half Percent EACH, being a total of Three Percent (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:

Oil and Gas Lease, dated June 1, 1977, from The United States of America, as Lessor, to R. W. Robbins, as Lessee, bearing Serial Number Wyoming 58919, covering the following lands in Campbell County, Wyoming:

Township 54 North, Range 71 West, 6th P. M.
Section 14: S/2 NE/4; NW/4 SW/4; SW/4 SE/4; NE/4 SE/4

Oil and Gas Lease, dated April 1, 1977, from The United States of America, as Lessor, to R. W. Robbins, bearing Serial Number Wyoming 58384, covering the following lands in Sublette County, Wyoming:

Township 27 North, Range 112 West, 6th P. M.
Section 23: NE/4; N/2 SE/4

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

IN WITNESS WHEREOF, the Assignor has caused this assignment to be executed this 15th day of June, 1977.

FILED Sept 28 1977 9:00 A.M.
5:72
24 Cty
32 Fee J Lyle
by Peg Canning

R. W. ROBBINS

R. W. Robbins

STATE OF WYOMING)
)
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 15th day of June, 1977 by R. W. Robbins.

Witness my hand and official seal.

Notary Public

My commission expires February 7, 1981

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ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned,

Estelle Wolf, P. O. Box 1714, Denver, Colorado 80201

(hereinafter referred to as Assignor), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby convey, transfer, assign and set over unto

Wendy Louise Wolf, P.O. Box 1714, Denver, Colorado 80201

(hereinafter referred to as Assignee), and overriding royalty, free and clear of all cost and expense of development and operation, in the amount of SEE ATTACHED EXHIBIT "A" 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"

164771

RECORDED October 5 AT 7 7/10 3rd A.M.
IN BOOK 34 Oil
FEE $ 5 [illegible] Lake
5 73
SUBLETTE COUNTY CLERK
DEPUTY by Peg Carney

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, its heirs, devisees, personal representatives, successors and assigns forever, subject only to the following terms and provisions:

A. That the overriding royalty 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. That in event the above described lease covers less than the entire mineral estate, then the overriding royalty interest herein conveyed shall be proportionately reduced.

C. That this assignment of overriding royalty interest 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 September, 1977.

Estelle Wolf

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 27th day of September, 1977, by Estelle Wolf.

Witness my hand and notarial seal.

My commission expires:
November 5, 1979

Notary Public

Lease No.	Orr Owner	Assigned To	County	Date	Description	Acres	ORRI Assign
W-4426	Estelle Wolf	Wendy Louise Wolf	Sublette	4-01-67	T. 27 N., R. 103 W., 6th PM Section 21: $N\frac{1}{2}$, $N\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$ Section 29: $W\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}$ Section 32: $E\frac{1}{2}NE\frac{1}{4}$	800.00	3.125%
W-4531	Estelle Wolf	Wendy Louise Wolf	Sublette	4-01-67	T. 27 N., R. 103 W., 6th PM Section 19: All Section 31: All T. 27 N., R. 104 W., 6th PM Section 14: All Section 15: All	2,537.92	3.125%

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ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned,

Erving Wolf

1100 Milam Building, Suite 1900, Houston, Texas 77002

(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 acknowledged, does hereby convey, transfer, assign and set over unto

Mark Daniel Wolf, 1100 Milam Bldg., Suite 1900, Houston, Texas 77002

(hereinafter referred to as Assignee), and overriding royalty, free and clear of all cost and expense of development and operation, in the amount of SEE ATTACHED EXHIBIT "A" 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 ATTAQHED EXHIBIT "A"

16277-2

RECORDED October 5 77 10:30 A
IN BOOK 54 of 19 575
FEES $5.25 Lou Myake COUNTY CLERK
SUBLETTE COUNTY, [illegible] WYOMING

by [illegible] (Deputy)

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, its heirs, devisees, personal representatives, successors and assigns forever, subject only to the following terms and provisions:

A. That the overriding royalty 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. That in event the above described lease covers less than the entire mineral estate, then the overriding royalty interest herein conveyed shall be proportionately reduced.

C. That this assignment of overriding royalty interest 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 September, 1977.

Erving Wolf

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 27th day of September, 1977, by Erving Wolf.

Witness my hand and notarial seal.

Notary Public

My commission expires:
November 3, 1979

[redacted] [redacted] [redacted]

EXHIBIT "A" Page 1 STATE OF WYOMING COUNTY OF SUBLETTE

Lease No.	Orr Owner	Assigned To	County	Date	Description	Acres	Total ORRI Assigned
W-0274256	Erving Wolf	Mark Daniel Wolf	Sublette	11-01-63	Township 27 North, Range 103 West 6th PM Section 22: All	640.00	1.125%
W-0280521	Erving Wolf	Mark Daniel Wolf	Sublette	12-01-63	T. 27 N., R. 103 W., 6th PM Section 26: $SW\frac{1}{4}NW\frac{1}{4}$ Section 27: $N\frac{1}{2}$, $SE\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$	640.00	1.125%
W-0319505	Erving Wolf	Mark Daniel Wolf	Sublette	11-01-65	T. 27 N., R. 103 W., 6th PM Section 15: $SE\frac{1}{4}$ Section 28: $E\frac{1}{2}$ Section 33: $NE\frac{1}{4}$ Section 34: $N\frac{1}{2}$	960.00	.125%
W-0321395	Erving Wolf	Mark Daniel Wolf	Sublette	1-01-66	T. 27 N., R. 103 W., 6th PM Section 33: $S\frac{1}{2}$ Section 34: $S\frac{1}{2}$	640.00	.125%
3216514B	Erving Wolf	Mark Daniel Wolf	Sublette	2-01-66	T. 27 N., R. 103 W., 6th PM Section 14: All	640.00	.625%

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Form 3110-2
(February 1977)

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 **Mar-Win Development Company**
City **Box 4482**
State
Zip Code **Topeka, KS 66604**

W 60157
(Serial Number)

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

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

T 31 N, R 114 W, 6th Prin Mer
Sec 32: SE¼SW¼

U. S. Geological Survey reports lands in lease were not within a known Geologic Structure on SEP 12 1977

Containing a total of	**40.00**	acres	Annual Rental	$ **40.00**

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: OCT 1 1977

THE UNITED STATES OF AMERICA

By *Gilbert W. Lane*
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

SEP 27 1977
(Date)

182781

RECORDED October 6 1977 2:55 P M
IN BOOK 54 O+G 577
FILED [redacted] [redacted]

[redacted] TERMS

Sec. 1 [redacted] ...e.—The lessee is granted the ex...sive ri... ... 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 operating 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 $100,000 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 thereto 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, if all or part of the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

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

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

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

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(i) For each lease year a rental of $1.00 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 (i)(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 maintaining the greatest ultimate recovery of oil or gas, and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor to the order of the Bureau of Land Management at the places mentioned in the regulations (43 CFR 3102.2), or where 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 when the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Books, accounts, records, and reports.*—To fully comply with the regulations of the Geological Survey now in force or hereafter prescribed, and 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, and the records of all subsurface investigations affecting [redacted] record of all subsurface investigations affecting [redacted] 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) *Diligence.*—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, and the records of all subsurface investigations affecting the leased lands, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(h) *Conservation.*—To exercise reasonable diligence in drilling and operating the wells hereon provided for, or to consent to suspend operations for periods granted by the lessor, and to carry on all operations hereunder 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 or 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 on any part of the lands 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.

(i) *Taxes and assessments.*—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.

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

(1) [redacted] During the performance of this contract the lessee agrees as follows:

(i) The lessee will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, 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, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The 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 Equal Opportunity clause.

(ii) 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, religion, sex, or national origin.

(iii) 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 this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(v) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, 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.

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

(vii) The lessee will include the provisions of paragraphs (1) through (vi) 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, as amended, 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.

(k) *Antilien provisions and protection of mineral interests.* As required or applicable law, to file for approval by the lessor any assignment or transfer made of this lease or any interest therein, including assignments or record title operating agreements and subleases, working or royalty interests within 90 days from the date of final execution thereof.

(l) *Preference right to lease neighboring lands.* In the event of ownership of operation of, or owner of a controlling interest in any pipeline or pipeline company operating for same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, at 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).

(m) *Compliance with laws and regulations.* To comply with all statutory requirements and reasonable regulations of the lands embraced herein have and which may be discovered of under the laws governing the United States, its deposits of oil and gas, subject to such modifications as are or may hereafter be made by the Secretary of the Interior.

(n) *Surrender of lands and cessation of operations thereon.* This lease may be surrendered in whole or in part, or any legal subdivision of the lands embraced herein, 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 pay 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. Upon [redacted] total relinquishment or [redacted] ...tion 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. *Improvements and fixtures of lessee retained.* 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.

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

(p) *Lessor's premises.*—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) *Disposals 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) *Mineral deposits 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 material, 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. [redacted] ...ease so far as the same may be applicable.

PARTIAL ASSIGNMENT OF OVERRIDING ROYALTY

This Partial Assignment made and entered into this 16th day of September, 1977, by and between Bonnie J. Sorenson, hereinafter referred to as "Assignor", and Murray J. Herring, 444 17th St., Denver, Colorado, hereinafter referred to as "Assignee".

WHEREAS, Assignor is the owner of an overriding royalty interest which was excepted and reserved in that certain assignment of Oil and Gas Lease dated September 1, 1977, from Assignor to Wm. J.A. Johnson and under the terms of said reservation Assignor is entitled to receive 5% of 8/8ths overriding royalty on all the oil and gas which may be produced, saved and marketed under the terms of the following described oil and gas lease located in Sublette County, Wyoming:

USA Lease W-45863 dated July 1, 1974:

Township 38 North, Range 113 West, 6th Prin. Mer.

Section 1: Lots 1,2,3,4, S½N½, N½S½
Section 2: Lots 1,2,3,4, S½N½, S½
Section 3: Lots 1,2,3,4, S½N½, S½
Section 4: Lots 1,2,3,4, S½N½, S½
Section 5: Lots 1,2,3,4

containing 2,499.19 acres, more or less
Sublette County, Wyoming

WHEREAS, Assignor is desirous of assigning to Assignee an undivided one-third (1/3) interest in the above described overriding royalty.

NOW, THEREFORE, in consideration of $1.00 and other good and valuable considerations Assignor does hereby sell, assign and convey to Assignee an undivided one-third (1/3) interest in and to the above described overriding royalty. The interest assigned herein shall be subject to the terms of the oil and gas lease embraced in said Assignment of Oil and Gas Lease and shall also be subject to the terms of said Assignment of Oil and Gas Lease.

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

Bonnie J. Sorenson

STATE OF NEW MEXICO)
)ss.
COUNTY OF CHAVES)

On this 16th day of September, 1977, before me, Linda Kasselman, a Notary Public, personally appeared Bonnie J. Sorenson, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Given under my hand and seal this 16th day of September, 1977.

Linda Kasselman
Notary Public

My Commission Expires:

September 12th, 1981

Roswell New Mexico
Residence

October 11 77 9 00 A
54 O+G
3rd Extension

Form 4-1158 [redacted]
Ninth Edition
(August 1961)

Facsimile Reproduction
Cheyenne Litho
1619 Evans
Cheyenne, Wyo

Fill in or type (do not write) or print plainly in ink and sign in ink

UNIT[redacted]TATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Form [redacted] No. 42-R990.4.

Office

Serial No. [illegible] 7575

OFFER TO LEASE AND LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive Public Domain Lease)

The undersigned hereby offers to lease all or any of the lands described in item 2 that are available for lease, pursuant and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437, 30 U. S. C. sec. 181), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

1. Mr. / Mrs. / Miss **Mrs. Claire E. Sullivan**
(First Name, Middle Initial, Last Name)

Please notify the signing officer of any change of address

P. O. Box 1044
(Number and Street)

Cheyenne, Wyoming 82001
(City and State)

2. Land requested: State **Wyoming** County **Sublette** T. **28N.**, R. **109W.**, **6th** Meridian

Section 28: All
Section 29: All
Section 30: All
Section 31: All

162835
October 11 77 9:00 A
54 Oty
450 Chris J Yake
by Peg Cairney

Total Area **2457.52** Acres

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

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

4. Amount remitted: Filing fee $10, Rental $. **1229.00**, Total $. **1239.00**

5. Undersigned certifies as follows:
(*a*) Offeror is a citizen of the United States. Native born **XX** Naturalized ..... Corporation or other legal entity (specify what kind): .....

(*b*) Offeror's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options, offers to lease and leases in the same State, or 300,000 chargeable acres in leases, offers to lease and options in each leasing district in Alaska. (*c*) Offeror accepts as a part of this lease, to the extent applicable, the stipulations provided for in 43 CFR 191.6. (*d*) Offeror is 21 years of age or over (or if a corporation or other legal entity, is duly qualified as shown by statements made or referred to herein). (*e*) Offeror has described all surveyed lands by legal subdivisions, all lands covered by protracted surveys by appropriate subdivisions thereof, or all unsurveyed lands not covered by protracted surveys by metes and bounds, and further states that there are no settlers on unsurveyed lands described herein.

6. Offeror [X] is [ ] is not the sole party in interest in this offer and lease, if issued. *(If not the sole party in interest, statements should be filed as prescribed in Item 6 of the Special Instructions.)*

7. Offeror's signature to this offer shall also constitute offeror's signature to, and acceptance of, this lease and any amendment thereto that may cover any land described in this offer open to lease application at the time the offer was filed but omitted from this lease for any reason, or signature to, or acceptance of, any separate lease for such land. The offeror further agrees that (*a*) this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the land office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed in behalf of the United States, and (*b*) this offer and lease shall apply only to lands not within a known geologic structure of a producing oil or gas field at the time the offer is filed.

8. If this lease form does not contain all of the terms and conditions of the lease form in effect at the date of filing, the offeror further agrees to be bound by the terms and conditions contained in that form.

9. It is hereby certified that the statements made herein are complete and correct to the best of offeror's knowledge and belief and are made in good faith.

"This form is submitted in lieu of official Form 4-1158 and contains all of the provisions thereof as of the date of filing of this offer."

Offeror duly executed this instrument this **25th** day of **July**, 19**67**

(Lessee signature)

(Lessee signature)

(Attorney-in-fact)

This lease for the lands described in item 3 above is hereby issued, subject to the provisions of the offer and on the reverse side hereof.

THE UNITED STATES OF AMERICA

By David B. Morgan
(Signing officer)

Effective date of lease (Title) (Date)

THIS OFFER MAY BE REJECTED AND RETURNED TO THE OFFEROR AND WILL AFFORD THE OFFEROR NO PRIORITY IF IT IS NOT PROPERLY FILLED IN AND EXECUTED OR IF IT IS NOT ACCOMPANIED BY THE REQUIRED DOCUMENTS OR PAYMENTS. SEE ITEM 9 OF GENERAL INSTRUCTIONS

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

This form may be reproduced, provided that the copies are exact reproductions on one sheet of both sides of this official form, in accordance with the procedures of the Bureau of Land Management.

LEASE TERMS

[illegible] 1. *Rights of lessee.* The lessee is granted the exclusive right and [illegible] to drill for, mine, extract, remove, and dispose of all the oil and gas [illegible], except helium gas, in the lands leased, together with the right to con[struct] and maintain thereupon all works, buildings, plants, waterways, roads, [tel]egraph 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 Secre[tary o]f the Interior, the provisions of said agreement to govern the lands and [illegible] when in conflict with the terms of this lease.

[Sec.] 2. The lessee agrees:

[illegible]

Cooperative or unit plan. Within 30 days of demand, or if the [illegible] land is committed to an approved unit or cooperative plan and [such] plan is terminated prior to the expiration of this lease, within [30 d]ays of demand made thereafter, to subscribe to and to operate [under] such reasonable cooperative or unit plan for the development [and o]peration of the area, field, or pool, or part thereof, embracing the [lands] included herein as the Secretary of the Interior may then deter[mine] to be practicable and necessary or advisable, which plan shall [adequ]ately protect the rights of all parties in interest, including the [United] States.

Wells.—(1) To drill and produce all wells necessary to protect [the] leased land from drainage by wells on lands not the property of [th]e 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 [Surv]ey, to compensate the lessor in full each month for the estimated [loss] of royalty through drainage in the amount determined by said [Dire]ctor; (2) at the election of the lessee, to drill and produce other [wells] in conformity with any system of well spacing or production [allotm]ents affecting the field or area in which the leased lands are [situa]ted, which is authorized and sanctioned by applicable law or by [the] Secretary of the Interior; and (3) promptly after due notice in [writ]ing to drill and produce such other wells as the Secretary of the [Int]erior may reasonably require in order that the leased premises may [be pr]operly and timely developed and produced in accordance with [good] operating practice.

[(d)] *Rentals and royalties.*—(1) To pay rentals and royalties in [amount or] value of production removed or sold from the leased lands [as f]ollows:

Rentals.—To pay the lessor in advance an annual rental at the follow[ing] 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 [min]imum royalty of $1 per acre or fraction thereof at the expiration [of e]ach lease year, or the difference between the actual royalty paid [durin]g the year if less than $1 per acre, and the prescribed minimum [royal]ty of $1 per acre, provided that if this lease is unitized, the mini[mum] royalty shall be payable only on the participating acreage and [renta]ls shall be payable on the nonparticipating acreage as provided [in sub]paragraph (b) (ii) above.

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

[(3)] It is expressly agreed that the Secretary of the Interior may [est]ablish reasonable minimum values for purposes of computing royalty [on an]y 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 rele[van]t matters and, whenever appropriate, after notice and opportunity [to b]e heard.

[(4)] When paid in value, such royalties on production shall be due [and] payable monthly on the last day of the calendar month next fol[low]ing the calendar month in which produced. When paid in amount [of] production, such royalty products shall be delivered in merchantable [cond]ition on the premises where produced without cost to lessor, [unle]ss 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 [mon]th next following the calendar month in which produced nor be [respo]nsible or held liable for the loss or destruction of royalty oil or [other] products in storage from causes over which he has no control.

[(5)] Rentals or minimum royalties may be waived, suspended or [reduc]ed, and royalties on the entire leasehold or any portion thereof [segreg]ated for royalty purposes may be reduced if the Secretary of the [Inter]ior finds that, for the purpose of encouraging the greatest ultimate [recov]ery of oil or gas and in the interest of conservation of natural [resour]ces, it is necessary, in his judgment, to do so in order to promote [dev]elopment, or because the lease cannot be successfully operated [und]er the terms fixed herein.

[(e)] *Payments.* Unless otherwise directed by the Secretary of the [Int]erior, to make rental, royalty, or other payments to the lessor, to [the o]rder of the Bureau of Land Management at the places mentioned [in] the regulation 43 CFR 191.12. If there is no well on the leased lands [cap]able of producing oil or gas in paying quantities, the failure to pay [rent]al 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, pay[m]ent 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 [Sup]ervisor of the Geological Survey not later than 30 days after the [effe]ctive date thereof any contract, or evidence of other arrangement, [for] the sale or disposal of oil, gas, natural gasoline, and other products [of th]e leased land; *Provided*, That nothing in any such contract or [oth]er arrangement shall be construed as modifying any of the provi[sions] of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

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

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

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

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

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

(l) *Nondiscrimination Clause.* In connection with the performance of work under this contract, the lessee agrees as follows:

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

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

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the said labor union or workers' representative of the lessee's commitments under this Nondiscrimination clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 10925 of March 6, 1961, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity [illegible].

(5) The lessee will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the Nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The lessee will include the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

(q) *Protection of surface, natural resources, and improvements.* To take such reasonable steps as may be needed to prevent operations from unnecessarily: (1) Causing or contributing to soil erosion or damaging crops, forage, and timber growth thereon; (2) polluting the waters of reservoirs, springs, streams, or wells; (3) damaging crops, including forage, timber, or improvements of a surface owner; or (4) damaging range improvements whether owned by the United States or by its grazing permittees or lessees; and upon conclusion of operations, so far as can reasonably be done, to restore the surface to its former condition. The lessor may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereon.

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

(s) *Deliver premises in case of forfeiture.* To deliver up to the lessor in good order and condition the land leased including all improvements [illegible] necessary to 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 land 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.* [illegible] and the right [illegible] all gas containing same, or portion thereof [illegible] on the leased premises [illegible] of the helium [illegible] substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the helium has been extracted [illegible] not reasonably compensated [illegible]. The lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

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

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

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

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

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

Sec. 7. *Proceedings in case of default.* If the lessee fails to comply with any of the provisions of the act or the regulations thereunder or of the lease, or make default in the performance or observance of any of the terms hereof (except that of payment of annual rental, which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, the 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 [illegible] section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancelation of this lease [illegible] or equipment determined by the lessor to be [illegible] any well [illegible] the leased land [illegible] the property of the lessor. A waiver of any particular cause of forfeiture shall not prevent the cancelation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

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

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

INSTRUCTIONS

A. GENERAL INSTRUCTIONS

[1.] This offer must be filled in on a typewriter or printed plainly in ink [and] must be signed in ink.

[2.] This form is to be used in offering to lease noncompetitively public [dom]ain lands or oil and gas deposits reserved to the United States in [dis]posals of such lands for the purpose of drilling, mining, extracting, [remo]ving and disposing of oil and gas deposits, except helium. This [form] should not be used in offering to lease acquired lands or lands on [a kno]wn geologic structure of a producing oil or gas field.

[3.] Offers to lease may be made by individuals 21 years of age or over [who a]re citizens of the United States, and by corporations, partnerships [and as]sociations.

[4.] This offer must be prepared in quintuplicate and filed in the [prop]er land office. The term "filing" means the actual receipt of the [offer] in the proper land office. If the land is in a State for which there [is no l]and office, the offer must be filed with the Bureau of Land Man[agem]ent, Department of the Interior, Washington 25, D. C. See 43 [CFR] 192.42(b). If less than five copies are filed, the offeror will have [30 d]ays from the date of first filing to file the other required copies, [faili]ng in which the offer will be rejected and returned to the offeror [and] will afford no priority.

[5.] The offeror shall mark one of the copies first filed at the top with [the] word "original." If that is not done, the manager will so mark [one co]py. If there is any variation in the land descriptions among [the] five copies, the one marked "original" shall govern as to the lands [cov]ered by the lease.

[6.] If additional space is needed in furnishing any of the required [info]rmation it should be prepared on additional sheets, initialed and [att]ached and made part of this offer to lease, such additional sheets [to] be attached to each copy of the form submitted.

[7.] If any of the land described in item 2 of the offer is open to oil and [gas] lease filing when the offer is filed but is omitted from the lease for [any] reason and thereafter becomes available for leasing to the offeror, [the o]riginal lease will be amended to include the omitted land, unless, [befo]re the issuance of the amendment on Form 4-1163, the land office [rece]ives the withdrawal of the offer as to such land or an election to [rece]ive a separate lease to be dated in accordance with 43 CFR 192.40a, [in] which case such separate lease will be issued. If the lease is amended [the] rental charged and the lease term will be the same as though the [omitt]ed land had been included in the original lease when it was issued.

[8.] As an incident to the assignment of the whole interest in all or [a] part of the lease, the lessee may assign the whole interest in all or [a] part of the offer. As an incident to the assignment of an undivided [fra]ctional interest in the whole lease, the lessee may assign an undi[vid]ed fractional interest in the whole offer. Applications for approval [of] assignments of an offer [illegible] a statement that the assignee [agr]ees to be bound by the [illegible] extent it is assigned and [illegible] signed by the assignee [illegible] assignments of the [illegible] not be approved [illegible] of a lease for the [illegible] area covered [illegible]

[illegible] [redacted] [illegible]

requirements of section 192.42(d) or the lands are not entirely within an area of 6 miles square or an area of 6 surveyed sections in length or width; (b) The total acreage exceeds 2,560 acres, except where the rule of approximation applies or is less than 640 acres or the equivalent of a section and is not within the exceptions in 43 CFR 192.42(d). This does not apply where the total acreage is in error by not more than 10 percent; (c) The full filing fee and the first year's rental do not accompany the offer, the rental payment to be for the total acreage if known, and if not known, for the total acreage computed on the basis of 40 acres for each smallest legal subdivision, except where the rental is in error by not more than 10 percent; (d) Except if the power of attorney is within the purview of paragraph 43 CFR 192.42(e)(4)(iii), the offer is signed by an attorney in fact or agent in behalf of the offeror and the offer is not accompanied by a statement over the offeror's own signature with respect to holdings and citizenship and by the evidence required by 43 CFR 192.42(e)(4), and such statement by the principal offeror(s) is not filed within 15 days after the filing of the offer; (e) The offer is signed by a guardian or trustee in behalf of a minor and is not accompanied by the evidence required by 43 CFR 192.42(e)(5); (f) Less than five copies of the offer are filed and the copies lacking are not received in the land office before the expiration of 30 days from the date of receipt of the copies first filed (Item 3) or (g) is noncompliance with item (5)(a) and (e) of the Special Instructions. The offeror will be given an opportunity to file a new offer within 30 days from service of the rejection, and the fee and rental payments on the old offer will be applied to the new offer if the new offer shows the serial and receipt numbers of the old offer. The advance rental will be returned unless within the 30-day period another offer is filed.

B. SPECIAL INSTRUCTIONS

Item 2.—Total area of land requested should be shown in acres in space provided at bottom of item 2. That area, except where the rule of approximation applies, must not exceed 2,560 acres or be less than 640 acres or the equivalent of a section except as provided in 43 CFR 192.42 (d). All of the land must be within a 6-mile square or an area of 6 surveyed sections in length or width. The description of surveyed and unsurveyed lands, or lands covered by protracted surveys must conform to the provisions of 43 CFR 192.42a.

Item 3.—This space is not to be filled in. When lease is issued this space will contain the identification of the leased area and total acres.

Item 4.—The total amount remitted should include a $10 filing fee and the first year's rental of the land requested at the rate of 50 cents an acre or fraction thereof, any fraction being counted as an additional acre. The $10 filing fee is retained as a service charge, even in those cases where the offer to lease is completely rejected. In order to protect the offeror's priorities with respect to the land requested, it is important that the rental payment submitted with the offer be sufficient to cover all the land requested at the rate of 50 cents an acre or fraction thereof. If the land requested includes one or more irregular quarter-quarter sections the exact area of which is not known to the offeror, rental may be submitted for the purpose of the offer on the basis of each such lot or quarter-quarter section co[illegible] [redacted] s. If the offer is withdrawn [illegible] in whole or in part before [illegible] of the offer [illegible] withdrawn [illegible]

will be returned. Where at the time the lease is to be issued, the land applied for or any part of it is within a known geologic structure of a producing oil or gas field, the lessee will be billed for the additional rental of $1.50 an acre on all the leased land as the yearly rental on such lands is $2 per acre.

Item 5 (a).—Offeror will indicate whether a citizen by birth or naturalization. If production is obtained under this lease or allocated to it, the citizenship status of the lessee will be verified.

If offeror is an unincorporated association (including a partnership), the offer must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual.

If offeror is a corporation it must submit a statement containing the following information: the State in which it is incorporated; that it is authorized to hold oil and gas leases and that the officer executing the lease is authorized to act on behalf of the corporation in such matters; the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. Where such ownership is over 10 percent, additional information may be required by the Bureau before the lease is issued or when production is obtained. If any appreciable percentage of the stock is held by aliens of the excepted class the application will be denied. If 20 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder a separate showing of his citizenship and holdings must be furnished.

Item 5 (b).—Acreage included in unitized leases and leases subject to certain development contracts approved by the Secretary under authority of section 17 (b) is not chargeable.

Item 5 (c).—Whenever applicable the stipulations referred to will be made a part of this lease and will be furnished the lessee with the lease when issued. The forms covering them with a brief description are as follows: 4-216 Stipulations for lands where the surface control is under the jurisdiction of the Department of Agriculture, 4-467 Lands potentially irrigable, 4-467 (a) Lands within the flow limits of a reservoir site; 4-467 (b) Lands within the drainage area of a constructed reservoir, 4-1223 Lands withdrawn for power purposes, and 4-1384, Wildlife Refuge, Game Range, and Coordination Lands. Whenever other stipulations are necessary, lessee will be required to agree to them before the issuance of the lease.

Item 5 (e).—If there are settlers attach a sheet giving the name and post office address of each and description of the lands claimed by metes and bounds or protracted surveys and approximate legal subdivisions.

Item 6.—Offeror must indicate whether or not he is the sole party in interest in this offer and the lease, if issued. If not the sole party in interest, the offeror must submit at the time the offer is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the offer, a separate statement must be signed by them and the offeror, setting forth the nature and extent of the interest of each, the nature [of t]he agreement between them if oral, and a copy of the agreement if written. [Such] separate statement and [illegible] if any must be filed within [15 d]ays after the filing of the [illegible] interested parties must furnish [illegible] [redacted] [illegible]

Form 3120–13
(September 1964)
(formerly 4–1178)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

Serial Number
WYOMING 7575
TO BE FILLED IN BY LAND OFFICE
Effective Date of Base Lease
September 1, 1967
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

Alan C. F. Dille'
~~1740 Broadway, B-414~~ 1140 Petroleum Club Building
Denver, Colorado 80202

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

1 Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Sublette County, Wyoming
Township 28 North, Range 109 West, 6th PM
Section 28: All
Section 29: All
Section 30: All
Section 31: All

Containing 2457.52 acres.

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%

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

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

None

5. What overriding royalties or production payments, if any, were previously reserved? *(percentage only)*

None

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

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

Executed this 5th day of October, 19 67

Claire E. Sullivan
(Assignor's Signature)
Claire E. Sullivan

(Assignor's Address)
P. O. Box 1044
Cheyenne, Wyoming 82001

Patrick J. Sullivan, Spouse

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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:

October 11 77 900A
54 044
450 Lucy Yates

162836

by Peg Carney

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

582

583

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

Is the assignee over 21 years of age *and* a citizen of the United States? X Yes No

Is the assignee a corporation or other legal entity? Yes X No *(If "yes," specify kind)* Individual

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

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)*

Is the filing fee of $10 attached? X Yes No

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

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

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

Executed this 5th day of October, 19 67

(Assignee's Signature)

1140 Petroleum Club Building
Denver, Colorado 80202

(Address)

INSTRUCTIONS

Use of form. This form is to be used only for assignment of record title interests in oil and gas leases. It is *not* to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) *original* executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments *must* be filed within ninety (90) days from date of final execution and *each must* be accompanied by a filing fee of $10. Any assignment not accompanied by the required fee will *not* be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer *must* be filed for *each* assignment.

2. *Qualifications of assignee.* Assignee *must* indicate whether or not he is over the age of 21 *and* a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment *must* be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it *must* submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there *must* be full compliance with the regulations 43 CFR 3123.2.

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

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

5. *Effect of assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1–6 relate to assignments of such leases or interests therein.

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

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

Serial Number
WYOMING 7575
TO BE FILLED IN BY LAND OFFICE
Effective Date of Base Lease
September 1, 1967
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

Austral Oil Company Incorporated
2700 Humble Building
Houston, Texas 77002

for record title interest in and to such lease as specified below.

1 Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Sublette County, Wyoming
Township 28 North, Range 109 West, 6th PM
Section 28: All
Section 29: All
Section 30: All
Section 31: All

Containing 2457.52acres.

2 What interest was held by the assignor in above-described lands prior to this assignment? 100%

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

3a 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.

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

Executed this 27th day of March, 19 68.

(Assignor's Signature)
John C. F. Dille'

(Assignor's Address)
1140 Petroleum Club Building
Denver, Colorado 80202

Jacquita L. Dille', spouse

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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:

October 11 77 9°A
54 0+9 534
9°00 Less 7 Lakes

By Ley Chung

162837

Assignment approved effective _____

Date approved _____ By _____
(Authorized Officer)

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

_____
(Title)

*NOTE: Two copies may be submitted 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 3[illegible]

534

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

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

Is the assignee a corporation or other legal entity? Yes No *(If "Yes," specify kind)*

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

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)*

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 leases 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.

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

Executed this day of , 19

(Assignee's Signature)

(Address)

INSTRUCTIONS

Use of form. This form is to be used only for assignment of record title interests in oil and gas leases. It is *not* to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) *original* executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments *must* be filed within ninety (90) days from date of final execution and *each must* be accompanied by a filing fee of $10. Any assignment not accompanied by the required fee will *not* be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer *must* be filed for *each* assignment.

Qualifications of assignee. Assignee *must* indicate whether or not he is over the age of 21 *and* a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment *must* be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it *must* submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there *must* be full compliance with the regulations 43 CFR 3123.2.

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.

REQUEST FOR APPROVAL OF ASSIGNMENT

Assignee hereby requests approval of assignment

1. a. Is the assignee over 21 years of age and a citizen of the United States? ( ) Yes ( ) No

b. Is the assignee a corporation or other legal entity? (X) Yes ( ) No (If "yes", specify kind)

A Delaware Corporation

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

Colorado 0127379

The information in such statements has not changed substantially.

2. Is the assignee the sole party in interest in this assignment? ( ) yes (X) No

Interest acquired for assignment to Oil Participations Incorporated at a later date. See statement filed herewith.

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 changeable acres in leases and options in each leasing district in Alaska.

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

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

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

EXECUTED this 20th day of June, 1968.

AUSTRAL OIL COMPANY INCORPORATED

By _____
Eugene H. Dobbs
Senior Vice President

ATTEST: _____
Roland E. Squyres
Assistant Secretary

[illegible]

THE STATE OF TEXAS)
)
COUNTY OF HARRIS)

ss

The foregoing instrument was acknowledged before me this 20th day of June, 1968, by Eugene H. Dobbs, Senior Vice President of AUSTRAL OIL COMPANY INCORPORATED.

Witness my hand and official seal.

Delva Barron
Notary Public in and for
Harris County, Texas

My commission expires June 1, 1969.

QUALIFICATION STATEMENT

Paragraph 2 of the preceding "Request For Approval of Assignment," states that said lease will be assigned from Austral Oil Company Incorporated to Oil Particpations Incroporated at a later date.

Oil Participations Incorporated hereby agrees that this assignment will be accepted and is qualified under Case File Colorado 0127379 to receive same.

OIL PARTICIPATIONS INCORPORATED

BY _____
Kenneth R. Schneider
Vice President

ATTEST _____
Beeman Hendrick
Assistant Secretary

THE STATE OF TEXAS I
I ss
COUNTY OF HARRIS I

The foregoing instrument was acknowledged before me this 20th day of June, 1968, by Kenneth R. Schneider, Vice President of OIL PARTICIPATIONS INCORPORATED.

Witness my hand and official seal.

_____
Notary Public in and for
Harris County, Texas

My commission expires June 1, 1969.

ASSIGNMENT OF FEDERAL OIL AND GAS LEASE FROM AUSTRAL OIL COMPANY INCORPORATED TO OIL PARTICIPATIONS INCORPORATED

AUSTRAL OIL COMPANY INCORPORATED ("Assignor") hereby transfers and assigns to OIL PARTICIPATIONS INCORPORATED ("Assignee") the Federal oil and gas lease described below:

Serial Number: Wyoming 7575 (1623828)

Effective Date of Base Lease: September 1, 1967

Lands Affected by this Assignment: Sublette County, Wyoming
Township 28 North, Range 109 West, 6th P.M.
Section 28: All
Section 29: All
Section 32: All
Section 33: All

Containing 2,457.52 acres.

October 11 77 9°W
54 org 5.0"
21°00 Jack Lake
by Ray Carney

(hereinafter and in Schedule "A" mentioned below referred to as the "Austral Agreement Property Interests" or the "AAPI").

This assignment is made by Assignor and accepted by Assignee subject to the outstanding overriding royalty or production payments set out or referred to in the assignment or assignments of said lease to Assignor, to all of the terms and conditions of the instruments under which Assignor holds title to the AAPI, and to all of the terms and conditions contained in Schedule "A" attached hereto and made a part hereof.

This agreement shall be binding upon and inure to the benefit of the respective successors, legal representatives and/or assigns of Assignor and Assignee.

EXECUTED this 24th day of July, 1968.

AUSTRAL OIL COMPANY INCORPORATED

ATTEST:

By _____
Eugene H. Dobbs
Senior Vice President
and Assistant Secretary

By _____
Paul J. Cole
Executive Vice President

OIL PARTICIPATIONS INCORPORATED

ATTEST:

By _____
L. E. Hendrick
Assistant Secretary

By _____
Kenneth R. Schneider
Vice President

SCHEDULE "A"

Attached to and forming part of an
Assignment of Austral Agreement
Property Interests from Austral
Oil Company Incorporated to Oil
Participations Incorporated

Whenever used herein the words or terms "Assignor," "Assignee," "Austral Agreement Property Interests" and "AAPI" shall have the meaning assigned in the instrument to which this Schedule "A" is attached and which refers to this Schedule "A" and the terms and conditions herein contained as being incorporated therein.

I. Subject to the further provisions hereof, Assignor, its successors and assigns, shall have for the account of Assignee, with full power of delegation and substitution, the exclusive charge, control and supervision of all operations of every kind to be conducted on the AAPI for the development, production, treating and storage of oil, gas, casinghead gas, or other minerals produced therefrom, as well as the payment of rentals, royalties, taxes and other charges which may arise or become due in connection therewith.

II. Assignee will promptly execute one or more operating agreements with Assignor or any person, firm or corporation designated by Assignor as "Operator" covering all or any part of the AAPI. Each such operating agreement shall be in such customary form as may be approved by Assignor. No such agreement shall deprive Assignee without its written consent of any of its rights under the particular instrument which refers to this Schedule "A" and the terms and conditions herein contained as being incorporated therein.

III. The Assignor shall have, and the Operator under any operating agreement referred to in II above may have, the right to drill or cause to be drilled any one or more off-set wells required by law or by the provisions of any of the instruments under which title to the AAPI is held, or any well or wells necessary in the judgment of Assignor or the Operator, as the case may be, to prevent drainage by a well on adjoining property, without securing the consent of Assignee to such drilling, and Assignee shall be liable for and agrees to pay its proportionate share of the cost of drilling, completing, equipping and operating such well or wells.

IV. When in the opinion of Assignor it becomes advisable to drill a well on the AAPI in addition to wells for which provision is made in III above, it shall give Assignee written notice thereof setting forth the proposed location of the additional well and the estimated depth and cost thereof. If Assignee shall notify Assignor giving its consent within such resonable period as shall be specified in Assignor's notice, Assignee shall pay its share of cost of drilling, equipping, completing and operating such well. If Assignee does not so consent it shall promptly upon request from Assignor, notwithstanding any of the provisions of the operating agreement which may be in effect as to the property pursuant to II above,

execute an appropriate assignment of the interest of Assignee in the lease on which the well has been drilled and in all other AAPI not developed by drilling to the co-owners designated by Assignor who shall pay the cost of such well or to such others as with the approval of Assignor may be designated by any such co-owners, save and except only Assignee's interest in any producing well or wells (including any shut-in well capable of production) and the equipment therein or appertaining there to (together with only such areal extent of each producing horizon penetrated by any such well to original total depth as is allocated thereto for allowable production purposes by the competent authority having jurisdiction, in which horizon such well is or may thereafter be completed pursuant to authorization of such authority) located on the AAPI in respect of which Assignee shall have paid its proportionate share of the costs attributable to such well or wells. If Assignor does not recommend and does not desire to participate in the drilling of any such additional well Assignee on paying the costs thereof shall have the right subject to the terms and provisions of such operating agreement to proceed with such drilling without Assignor's consent. Any such well which is completed as a dry hole or fails to produce oil or gas sufficient in Assignor's judgment to support commercial production shall be plugged and abandoned without cost or expense to any party who shall not have consented to the drilling of such well.

V. If for the development of the AAPI Assignor shall consider it to be in the best interest of all co-owners of interests therein (including Assignee) to engage in additional geological or geophysical investigations on lands to which the AAPI relate or to support by a money contribution (which may be either a dry hole or bottom hole contribution) or by a contribution of AAPI the drilling of a well by others from a location which in the judgment of Assignor will serve to test acreage covered by the AAPI, Assignor shall give Assignee written notice thereof and will concurrently therewith give written notice of such recommendation to all other co-owners of interests in such AAPI. If Assignee shall notify Assignor giving its consent within such reasonable period as shall be specified in Assignor's notice, Assignee shall pay its share of the cost of such additional geological or geophysical investigations or of such money contribution and, if appropriate, execute an assignment of Assignee's proportionate share of the AAPI to be contributed pursuant to Assignor's recommendation. If, on the basis of such geological or geophysical information, Assignor shall recommend the drilling of a well on the AAPI or an obligation to drill an off-set well shall in the judgment of Assignor arise, then if Assignee shall not have consented to and shall not have participated in a commitment for a money contribution or contribution of AAPI or for other geological or geophysical investigations recommended by Assignor as hereinabove provided, Assignee will promptly on request from Assignor, notwithstanding any of the provisions

of any operating agreement which may be in effect as to the property pursuant to II above, execute an appropriate assignment of Assignee's interest in the drillsite on which such well is to be drilled, together with Assignee's interest in such surrounding acreage as may be allocable thereto for allowable production purposes by the competent authority having jurisdiction; such assignment shall be made to co-owners of the AAPI designated by Assignor who shall have entered into such commitment for geological or geophysical investigation or money contribution or contribution of AAPI recommended by Assignor, who shall have paid their respective shares of any costs arising therefrom and who shall have agreed to pay and shall pay the costs of such well or to such others as may, with Assignor's approval, be designated by any such co-owners.

VI. Assignor will indemnify and hold Assignee and its interest in the AAPI harmless from and against all claims arising out of Assignor's negligence in the drilling of any well hereunder.

VII. Until such time as an operating agreement designating some other procedure shall have become effective pursuant to II above with respect to any lease to which the AAPI relate or until fifteen (15) days after Assignor shall have received written notice from Assignee that Assignee desires Assignor to discontinue payment of delay rentals with respect to such lease, whichever first occurs, Assignor shall from time to time pay all delay rentals necessary to keep in force and effect Assignee's interest in such lease unless Assignor shall have theretofore determined, as hereinafter provided that it is inadvisable to do so, and Assignee shall reimburse Assignor for Assignee's proportionate share of such rentals. In the event Assignee shall give such written notice of its intention to have Assignor discontinue payment such notice shall indicate therein whether or not Assignee intends to pay its proportionate share of such rentals. In the event its intention not to pay such rentals is so indicated Assignee will promptly upon Assignor's request execute an appropriate assignment of Assignee's interest in such lease to the co-owners designated by Assignor who shall have agreed to pay and shall pay delay rentals due thereon or to such others as, with the approval of Assignor, may be designated by such co-owners. Assignor shall not be liable for failure to pay any delay rental correctly or on time if due to clerical error, oversight or any reason other than lack of good faith. If in the opinion of Assignor it shall become inappropriate to engage in further exploratory or other drilling activity on any lease to which the interest of Assignee in the AAPI relate and advisable that all interests in such lease should be relinquished by non-payment of rentals, and Assignor shall so advise Assignee in writing, Assignor shall have no further liability for the payment of delay rentals thereon provided that Assignor and its successors and assigns shall at the same time take action which shall result in the relinquishment of all interests in such lease acquired by Assignor or by its

successors or assigns. In the event that in the judgment of Assignor it shall be advisable to renew, extend or perfect any lease to which the AAPI relate, Assignor shall use its best efforts to do so and the costs thereof and of any such renewal, extension or perfecting shall be treated as delay rentals under this Section VII.

VIII. This conveyance is made subject to the terms and conditions of the instruments under which the interests in the AAPI hereby conveyed were acquired by or through Assignor from others. Assignee, without the consent of the Assignor, may not assign or convey any right, title or interest in the AAPI except that, subject to the terms and conditions referred to above:

(a) Assignee may assign or convey all or an undivided interest in all of its right, title and interest in and to the AAPI and any successor to any interest acquired by Assignee hereunder may assign or convey all or an undivided interest in all of his right, title and interest in and to all of the AAPI provided that (i) such assignment shall be pursuant to the unconditional acceptance by Assignee or such successor of a bona fide written offer, a copy of which shall have been furnished to Assignor within ninety (90) days prior to the date of such acceptance, (ii) Assignor shall have been given a period of not less than thirty (30) days after the receipt by it of the copy of such written offer in which to agree to acquire the interest to be assigned or conveyed on the same terms and conditions (except that Assignor may pay cash in lieu of, and representing not less than the fair value of, any property offered as consideration for such assignment or conveyance), (iii) none of the terms or conditions of such offer shall prevent the fulfullment of any obligation or condition existing under the provisions of the instruments under which such interests were acquired through Assignor or shall otherwise be impossible or unreasonably difficult for Assignor to meet or perform, and (iv) Assignor shall not have agreed (prior to the expiration of such thirty (30) day period) to make such acquisition for itself or for the account of another co-owner of the AAPI or some other person or persons as may be designated by Assignor;

(b) Assignee may assign or convey, solely as a gift, an overriding royalty out of any part or all of its right, title and interest in and to any lease to which relate any of the AAPI; and

(c) Any person succeeding to any right, title or interest in and to the AAPI hereby conveyed to Assignee, may assign or convey all of or an undivided interest in all of his right, title and interest in and to the AAPI to any one or more of a class composed of his spouse, his mother, his father, and his descendants (including adopted children) or for their benefit; provided, however that any such assignment or conveyance shall be made subject to all of the terms and conditions herein contained.

In the event that under Sections IV, V or VII above there shall be the necessity for the assignment by Assignee of an interest in the AAPI and there shall not be a co-owner of the AAPI or other designated person to receive such assignment because of failure to agree to pay the respective costs described in such sections hereof attributable to such interest, then Assignee shall assign its interest in such AAPI to such other person or persons as may be designated by Assignor.

IX. Notwithstanding any other provisions herein contained, Assignee shall at all times have the right hereunder and under any and all operating agreements entered into pursuant to II above to collect, receive in kind and market its share of all production and any extra expenditure incurred in the collection or delivery of Assignee's proportionate part of production shall be charged to and borne by it; provided, however, that any such operating agreement in which Assignor is not named as Operator may give to the Operator therein, and otherwise Assignor shall have authority, revocable at the will of Assignee in writing, to sell Assignee's share of the production for its account at not less than the current posted price for oil or the fair field price for gas, under contracts which shall also be revocable by Assignee in writing.

X. Assignee shall be obligated to pay and shall pay its proportionate share of all direct costs, expenses and charges and all indirect, general and administrative expenses properly and reasonably chargeable to it by reason of the interest acquired by it in the AAPI. Assignor reserves a first lien upon Assignee's interest in the AAPI, the production therefrom, the proceeds of such production, and all tools and equipment used in connection therewith to secure the payment of all amounts due Assignor from Assignee and the performance of all of Assignee's obligations hereunder. Such lien shall continue notwithstanding any transfer, encumbrance or other disposition of such interest or any part thereof or the creation of any other charge thereon.

XI. Assignee shall not without the prior consent of Assignor communicate to any third party any information with respect to drilling and other operations which Assignor shall advise Assignee is of a confidential nature.

REQUEST FOR APPROVAL OF ASSIGNMENT

Assignee hereby requests approval of assignment

1. a. Is the assignee over 21 years of age and a citizen of the United States? ( ) Yes ( ) No

   b. Is the assignee a corporation or other legal entity? (X) Yes ( ) No (If "yes," specify kind)

   A Delaware Corporation

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

   Colorado 0127379

   The information in such statements has not changed substantially.

2. Is the assignee the sole party in interest in this assignment? ( ) Yes (X) No

   See attached statements of Eugene H. Dobbs setting forth provisions of agreements by which Oil Participations Incorporated acts as nominee for the parties named therein as to the interests indicated.

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 leases described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

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

EXECUTED this 30 day of July, 1968.

OIL PARTICIPATIONS INCORPORATED

By K. H. Schneider
Kenneth H. Schneider
Vice President

ATTEST: L. B. Hendrick
L. B. Hendrick
Assistant Secretary

THE STATE OF TEXAS I
I ss
COUNTY OF HARRIS I

The foregoing instrument was acknowledged before me this 30th day of July, 1968, by PAUL R. COLE, Executive Vice President of AUSTRAL OIL COMPANY INCORPORATED.

Witness my hand and official seal.

Notary Public in and for
Harris County, Texas

My commission expires June 1, 1969.

THE STATE OF TEXAS I
I ss
COUNTY OF HARRIS I

The foregoing instrument was acknowledged before me this 30th day of July, 1968, by KENNETH R. SCHNEIDER, Vice President of OIL PARTICIPATIONS INCORPORATED.

Witness my hand and official seal.

Notary Public in and for
Harris County, Texas

My commission expires June 1, 1969.

THE STATE OF TEXAS §

COUNTY OF HARRIS §

The undersigned hereby certifies that the following facts are true and correct to the best of his knowledge, information and belief:

1. His name is Eugene H. Dobbs. He is Vice President of Oil Participations Incorporated and attorney-in-fact for each of the parties listed in Section 2 below, pursuant to powers of attorney filed concurrently herewith, which are still in effect.

2. He has examined the files and records of Oil Participations Incorporated and hereby represents that the parties listed below have executed a counterpart of the nominee agreement with Oil Participations Incorporated filed herewith, or acquired the interest indicated below subject to said nominee agreement, and through said nominee are the owners and holders of oil and gas lease interests assigned to said nominee.

Name	Address	Interest
The Adeline Sugar Factory Company, Limited	P. O. Box 339 Savannah, Georgia 31402	0.628555%
Dr. Martin Altchek	South Street Extension Middletown, New York 10940	0.838072%
Dr. Richard E. Andrews	44861 North Tenth Street West Lancaster, California 93534	0.419036%
Samuel Ayres, III, M.D., and Norma P. Ayres	8920 Wilshire Boulevard Beverly Hills, California 90211	1.047591%
Dr. Frank M. Berger	145 Constitution Drive Princeton, New Jersey 08540	0.419036%
Fred J. Borch	570 Lexington Avenue New York, New York 10022	2.095181%
John A. Burris and Bank of America NT & SA, Co-Trustees of Trust #9100-VR 04304 - 0	Trust Department 300 Montgomery Street San Francisco, California 94120	2.095181%
William O. Burnett	Jesup & Lamont 26 Broadway New York, New York 10004	0.419036%
J. Russell Cades, Esquire	P. O. Box 939 Honolulu, Hawaii 96808	0.838072%
Milton Cades	P. O. Box 939 Honolulu, Hawaii 96808	0.628553%
Jerry Chambers	3401 West Pershing Road Chicago, Illinois 60632	2.095181%
The Clarkson Company W. Van Alan Clark, Esq., Managing Partner	P. O. Box 68 Suffern, New York 10901	2.095181%

[redacted] [redacted] [redacted]

Name	Address	Interest
Dr. Myron A. Coler	155 Waverly Place New York, New York 10014	0.419036%
Daniel C. Cook	63 Wall Street Room 2210 New York, New York 10005	0.375000%
Richard M. Danziger, Esq.	405 Lexington Avenue New York, New York 10017	0.419036%
Eugene duPont, III	Nemours Plantation Yemassee, South Carolina 29945	4.190362%
Ehrenkranz, Ehrenkranz, & Schultz	40 Wall Street New York, New York 10005	0.800000%
Mrs. Joan G. Epstein	135 San Benito Way San Francisco, California 94127	0.125711%
Felix G. Evangelist	700 East Avenue Rochester, New York 14607	0.419036%
Marshall Field	401 North Wabash Avenue Room 700 Chicago, Illinois 60611	2.095181%
Mrs. Mary A. Fisk	c/o Mr. Daniel C. Cook 63 Wall Street, Room 2210 New York, New York 10005	1.047591%
Albert Fried, Jr.	Albert Fried & Company 52 Wall Street New York, New York 10005	0.419036%
Gilbert B. Friesen	c/o A & M Records 1416 North La Brea Avenue Hollywood, California 90028	0.419036%
Launce E. Gamble	400 Montgomery Street Room 608 San Francisco, California 94104	2.095181%
Joseph L. Gitterman, Jr.	40 Wall Street New York, New York 10005	0.628555%
Joseph L. Gitterman, III	40 Wall Street New York, New York 10005	0.419036%
Martin Goodman	625 Madison Avenue New York, New York 10022	1.047591%
C. Robert Hamburger, Esq.	One Crystal Drive Great Neck, Long Island New York 11021	0.419036%
Roby Harrington, Jr.	Johnson & Higgins 63 Wall Street New York, New York 10005	1.047591%
Herbert C. Hauth	130 William Street New York, New York 10038	0.419036%

Name	Address	Interest
Judah Kaplan	875 Fifth Avenue New York, New York 10021	0.419036%
Mary Alice Barney Kean	c/o Mr. John Winthrop Wood, Struthers & Winthrop 20 Exchange Place New York, New York 1005	0.419036%
Edward J. Keresey	c/o Wood, Struthers & Winthrop 20 Exchange Place New York, New York 10005	0.419036%
Charles G. Klock	General Electric Credit Corporation 570 Lexington Avenue New York, New York 10022	0.419036%
John Kruesi	P. O. Box 372 Wilson Road Signal Mountain, Tennessee 37377	0.419036%
Marvin A. Kurjan	One William Street New York, New York 10004	0.419036%
Dr. Mark L. Kemmon	Swiss Avenue Medical Building Suite 202 3434 Swiss Avenue Dallas, Texas 75204	2.095181%
Dr. Osgood S. Lovekin	P. O. Box 381 Fairfield, Connecticut 06430	0.838072%
Louis J. Mallas	1016 Fifth Avenue New York, New York 10028	0.419036%
Mrs. Harriet M. Marcus	Marcus & Company 61 Broadway New York, New York 10006	0.628555%
Mrs. Phyllis H. Mason	c/o Mr. Daniel C. Cook 63 Wall Street, Room 2210 New York, New York 10005	1.047591%
William D. Mayer	40 East 84th Street New York, New York 10028	0.628555%
Thomas F. McEvily	140 Nassau Street New York, New York 10038	0.419036%
Merchant-Sterling Corporation	63 Wall Street, Room 2210 New York, New York 10005	22.226449%
John H. Miller, II	P. O. Box 64 Rumson, New Jersey 07760	0.419036%
Joseph Mindell	18 West 9th Street New York, New York, 10011	0.419036%
George S. Moore	399 Park Avenue New York, New York 10022	2.095181%

Name	Address	Interest
Mrs. Kathleen H. Mortimer	c/o Mr. Daniel C. Cook 63 Wall Street, Room 2210 New York, New York 1005	1.047591%
Robert S. Oelman	The National Cash Register Company Main and K Streets Dayton, Ohio 45409	0.838072%
Irving L. Orland	4181 Weslin Avenue Sherman Oaks, California 91403	0.628555%
Mrs. Helen E. Peck	30 Broad Street New York, New York 10004	0.419036%
Stephen M. Peck	30 Broad Street New York, New York 10004	1.257108%
Gerard Piel	c/o Scientific American, Inc. 415 Madison Avenue New York, New York 10017	0.628555%
Daniel S. Poor	c/o Faulkner, Dawkins & Sullivan 60 Broad Street New York, New York 10004	0.104759%
Thomas D. Rees, M. D.	176 East 72nd Street New York, New York 10021	0.419036%
Kevin F. Reilly	Beauchamp & Company 115 Broadway New York, New York 10005	0.419036%
Dr. I. A. Solomons, III	c/o William F. Ring Trust Department - 19th Floor The Chase Manhattan Bank One Chase Manhattan Plaza New York, New York 10015	0.628555%
William W. Sprague, Jr.	P. O. Box 339 Savannah, Georgia 31402	0.419036%
Stanley Associates	c/o Mr. Stanley R. Schulman 975 Park Avenue New York, New York 10016	0.628555%
Irving Stenn, Jr., Esq.	77 West Washington Street Suite 805 Chicago, Illinois 60602	0.419036%
Jack L. Szerlip	57 Harbor Lane Roslyn Harbor, New York 11576	0.419036%
William F. Talbert	345 Hudson Street New York, New York 10014	0.419036%
Michael Tarnopol	One William Street New York, New York 10005	0.628555%

Name	Address	Interest
Dr. Irvin S. Taylor	201 Harwood Building Scarsdale, New York 10583	0.419036%
Mrs. Mary Valicenti	70 Pine Street New York, New Yorl 10005	1.047591%
Stephen H. Weiss	60 Broad Street New York, New York 10004	0.419036%
Stanley A. Weston	4 East 52nd Street New York, New York 10017	0.419036%
Edward L. Winpenny, Jr.	1227 Romus Ridge New Canaan, Connecticut 06840	0.419036%
Winthrop Brothers, a partnership	20 Exchange Place New York, New York 10005	17.520000%
Robert Winthrop	20 Exchange Place New York, New York 10005	5.840000%
Dr. Edward J. Yurkon	11036 Swaffar Drive Dallas, Texas 75228	0.419036%

3. The undersigned and each of the above named persons is over twenty-one (21) years of age and a citizen of the United States. Copies of the partnership agreements pertaining to The Clarkson Company and Winthrop Brothers are filed under Serial Number Colorado 0127279. Copies of the other partnership and trust agreements are being filed concurrently herewith along with Statements of Qualification to hold Federal Oil and Gas Leases of the above named corporations.

4. The interests of each and all of the above named parties, direct and indirect, in Federal Oil and Gas Leases covering lands 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.

5. The undersigned, acting as attorney-in-fact for the above listed parties, states that there is no agreement or understanding between the undersigned and any one or more of the above listed parties or with any other person, either oral or written, by which the undersigned has received or is to receive any interest in the present undivided interests set out above of any of the above listed parties in the leases affected by assignments heretofore or hereafter filed (including royalty interest or interest in any operating agreement under the lease).

EXECUTED as of the 30 day of July, 1968.

Eugene H. Dobbs

REPORT NO. 01-1033 07-27-77

RELEASE AND QUITCLAIM OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT CONTINENTAL OIL COMPANY, A DELAWARE CORPORATION, DOES HEREBY RELEASE, RELINQUISH, SURRENDER, AND QUITCLAIM TO THE RESPECTIVE LESSORS NAMED THEREIN, THEIR HEIRS, SUCCESSORS AND ASSIGNS, ALL OF ITS RIGHT, TITLE AND INTEREST IN AND TO THE FOLLOWING DESCRIBED OIL AND GAS LEASE(S) COVERING LANDS SITUATED IN SUBLETTE COUNTY OR PARISH, STATE OF WY. , SUCH LEASES BEING RECORDED AS INDICATED BELOW IN THE RECORDS OF SAID COUNTY OR PARISH IN WHICH OIL AND GAS LEASES ARE RECORDED.

CONTINENTAL FILE NUMBER	LESSOR(S)	RECORDED VOLUME	PAGE
190731-007	CORNELIA JEWETT	48	381

LOTS 2,3,4,SENW,E/2SW,S/2NE,SE 7;SWNW,W/2SW,SESW,SWSE 8;W/2,SENE, W/2E/2,E/2SE 17;LOTS 1,2,E/2,E/2NW,NESW 18;NE,N/2NW,SENW,N/2SE, SESE 20;W/2,W/2E/2,SENE,E/2SE 21;NWNE,N/2NW 28-32N-111W;LOTS 1,2, 3 SEC 10;LOTS 1,2,3,4,S/2NE,SENW,N/2SE 11;LOTS 1,2,3,4,S/2N/2, N/2S/2,SWSW,S/2SE 12;NENE 13-32N-112W;LOTS 3,4,SESW,SWSE 31-33N-111W;W/2NE,S/2NW,S/2 27;N/2NE,SENE 34;SWNE,W/2,SE 35-33N-112W

190731-008	EDITH BARP, ETVIR	48	388

LOTS 2,3,4,SENW,E/2SW,S/2NE,SE 7;SWNW,W/2SW,SESW,SWSE 8;W/2,SENE, W/2E/2,E/2SE 17;LOTS 1,2,E/2,E/2NW,NESW 18;NE,N/2NW,SENW,N/2SE, SESE 20;W/2,W/2E/2,SENE,E/2SE 21;NWNE,N/2NW 28-32N-111W;LOTS 1,2, 3 SEC 10;LOTS 1,2,3,4,S/2NE,SENW,N/2SE 11;LOTS 1,2,3,4,S/2N/2, N/2S/2,SWSW,S/2SE 12;NENE 13-32N-112W;LOTS 3,4,SESW,SWSE 31-33N-111W;W/2NE,S/2NW,S/2 27;N/2NE,SENE 34;SWNE,W/2,SE 35-33N-112W

192132-000	DORTHEAN K. JORGENSEN	48	376

E/2NW, S/2NE, E/2SW, SE, W/2NW EXCEPT THAT PART LYING W OF THE CORA RD & CONTAINING 30 ACS SEC 15; NE, SW, N/2SE, SESE, S/2NW, NENW SEC 21; W/2, SE, S/2NE SEC 23; SWNW SEC 24-34N-110W

162891

Filed for record this 27th day of July A.D. 1977 at 9:00 A.M.
and recorded in Book 54 of Misc. on page 602
Sublette County, Wyoming

REPORT NO. 01-1033

07-27-77

RELEASE AND QUITCLAIM OF OIL AND GAS LEASE

EXECUTED THIS 16th DAY OF August, 1977.

WITNESSES:

CONTINENTAL OIL COMPANY

BY J. W. McReynolds
J. W. MCREYNOLDS
ATTORNEY-IN-FACT

STATE OF OKLAHOMA /
/ SS
COUNTY OF KAY /

ACKNOWLEDGMENT FOR USE IN STATES OF:
AL AK AR CA CO FL IL IN KS KY LA MS MT
NB NV NM NC ND OK SC SD TN TX UT WY

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY, AND STATE, PERSONALLY APPEARED J. W. MCREYNOLDS, TO ME PERSONALLY KNOWN, AND KNOWN TO ME TO BE THE ATTORNEY-IN-FACT OF AND WHO EXECUTED THE WITHIN INSTRUMENT IN SAID CAPACITY ON BEHALF OF CONTINENTAL OIL COMPANY, A DELAWARE CORPORATION, THE CORPORATION DESCRIBED THEREIN, AND BEING BY ME DULY SWORN, DID SAY AND ACKNOWLEDGE TO ME THAT HE VOLUNTARILY EXECUTED THE SAME IN SAID CAPACITY IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 16th DAY OF August, 1977

NOTARY PUBLIC IN AND FOR KAY COUNTY, OKLAHOMA (SIGNATURE)

MARGERY P. RUTLEDGE

NOTARY NAME (TYPED OR PRINTED)

MY COMMISSION EXPIRES AUG. 9, 1979

PONCA CITY, OKLAHOMA

NOTARY RESIDENCE (TYPED OR PRINTED)

603

[redacted] ASSIGNMENT OF OVER[redacted] ROYALTY AFFECTING [redacted]

WYOMING
UNITED STATES OIL AND GAS LEASE ~~XXXXX~~ 76-0401

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Bob G. Howell Box 1210, 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. Kocbergen	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

162959

RECORDED October 17 11 12 AM
IN BOOK 54 On 4
FEE $4.50 Sublette County Wyo
604
COUNTY CLERK
By Peg Cearing

Containing 680 acres, more or less.

WITNESS our hands this 16 day of Oct, 1974

Witnesses:

.....

.....

STATE OF CALIFORNIA }
ss
COUNTY OF FRESNO }

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, 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 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.

My Commission Expires

OFFICIAL SEAL
NEIL A. THOMASON
[illegible] California
[illegible]
My Comm. Expires July 24, 1978

Notary Public

604

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness: Assignee:

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

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

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

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

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

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

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

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

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

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

[redacted] ASSIGNMENT OF OVER[redacted]G ROYALTY INTERESTS [redacted]

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

That EAGLE EXPLORATION COMPANY, A Colorado Corporation, P. O. Drawer 520, Casper, Wyoming 82602 (hereinafter referred to as "Assignor") for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations in hand paid by CANUS PETROLEUM, INC. 2201 First National Bank Building, 621 Seventeenth Street, Denver, Colorado 80202 (hereinafter referred to as "Assignee") the receipt and sufficiency of which considerations are hereby acknowledged, does hereby assign, transfer and convey, without warranty of title, unto Assignee, their heirs, successors and assigns, an overriding royalty interest equal to an undivided FOUR PERCENT OF EIGHT-EIGHTHS (4% of 8/8ths) of all oil, gas, casinghead gas and gas condensate produced, saved and sold from the oil and gas leases described in Exhibit "A", attached hereto and made a part hereof, or any extensions or renewals thereof. This interest is part of the Overriding Royalty Interest reserved by Eagle Exploration Company in that certain assignment of oil and gas leases dated July 8, 1977, recorded in Book 54, Page 349 of the records of Sublette County, Wyoming, by and between Eagle Exploration Company and Apache Corporation.

Said overriding royalty interests 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 interests or production therefrom.

IN WITNESS WHEREOF, this Assignment is executed this 22nd day of August, 1977.

ATTEST:

Debera A. Kennedy
Debera A. Kennedy
Assistant Secretary

EAGLE EXPLORATION COMPANY, a Colorado Corporation

By: William J. Hollander
William J. Hollander
President

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

On this 22nd day of August, 1977, before me personally appeared William J. Hollander, to me personally known, who, being by me duly sworn, did say that he is the President of Eagle Exploration Company, a Colorado 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 William J. Hollander acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires:

Sharon L. Dale nee Adams-Notary Public
County of Natrona, State of Wyoming
My Commission Expires Nov. 24, 1979

Notary Public

1029:7

626

EXHIBIT "A"

Lessor: John Schneider and Erika L. Schneider, husband and wife
Lessee: Eagle Exploration Company
Date: July 9, 1974
Recorded: Book 50, Page 697
Description: Township 29 North, Range 114 West, 6th P.M.
Section 2: W½SW¼
Section 3: N½SE¼
Containing 160.00 acres more or less

Lessor: Cross Lazy Two Land and Livestock Co., Inc., a Wyoming Corporation; Robert V. Thompson and Bette M. Thompson, husband and wife
Lessee: Eagle Exploration Company
Date: September 6, 1974
Recorded: Book 51, Page 78
Description: Township 29 North, Range 114 West, 6th P.M.
Section 11: SE¼NE¼
Section 12: NE¼, N½SE¼, S½NW¼, NE¼SW¼
Containing 400.00 acres more or less

[redacted] ASSIGNMENT OF OVER[redacted]G ROYALTY AFFECTING [redacted]

UNITED STATES OIL AND GAS LEASE W 31575

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That M. N. Hahn
185 Oakbank Rd.
Bakersfield, CA 93304
, 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
GEO. GLOBE	1322 - 19th Street Bakersfield, CA 93301	One and One Half Percent (1-1/2%)

Being in all a total of an undivided One and One Half Percent (1-1/2%) 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:

T. 33 N., R. 114 W., 6th Prin. Mer.

Sec. 33: NW¼SW¼, S½S½
34: SW¼SW¼

2672963

October 17 77 9th H
54 914
45c Fee Glade
Lincoln County

Containing 240.00 acres, more or less.

WITNESS our hands this 13th day of October, 19 77

Witnesses:

M. N. Hahn

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 October, 1977, personally appeared M. N. Hahn

and

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

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

BETTY J. [illegible]

My Commission Expires [illegible]

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 GEO. GLOBE .....

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

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

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

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

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

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

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

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

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

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

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

ASSIGNMENT OF OPERATING RIGHTS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, SOUTHLAND ROYALTY COMPANY with offices at 1010 Denver Club Building, 518 - 17th Street, Denver, Colorado 80202, hereinafter called Assignor, for and inconsideration 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:

DAVIS OIL COMPANY
1100 Metrobank Building
Denver, Colorado 80202

hereinafter called Assignee, an undivided 6.25% interest in and to the operating rights to all depths in and to each of the oil and gas leases described in Exhibit "A" attached hereto and made a part hereof insofar as said interest and leases respectively cover the lands specifically described in said Exhibit "A" opposite the separate designations of said leases.

All described leases in Exhibit "A" are subject to their proportionate share of Landowner's Royalty Interest and currently existing Overriding Royalty Interests.

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 seventy-five (75) days in advance of the anniversary date specified in said leases, and Assignor hereunder shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of said leases 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 burden prior to the anniversary date of the leases.

THIS ASSIGNMENT is made without warranty of title either express or implied.

EXECUTED this 6th day of October, 1977.

SOUTHLAND ROYALTY COMPANY

by: G. L. Stone, 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 beforeme this 6th day of October, by G. L. Stone, as Attorney-in-Fact for Southland Royalty Company.

WITNESS my hand and official seal

My Commission Expires:

My Commission Expires June 30, 1980

Notary Public

162963

October 17
A.D. 19 77 9:00 A.M.
610
Recorded in Book
and Page

E X H I B I T " A "

SRC LEASE #	LESSOR	GROSS ACRES	DATE	DESCRIPTION
15321 O-5723-1	USA W-20525 Yellow Point Ridge Unit (HBP)	1,605.80	5-1-67	Township 27 North - Range 109 West, Sec. 3: Lots 1, 2, 3, 4, S/2 N/2, N/2 S/2 S/2 SW/4, SW/4 SE/4 Sec. 4: Lots 1, 2, 3, 4, S/2 N/2, S/2 (all) Sec. 5: Lots 1, 2, 3, 4, S/2 N/2, NE/4 SE/4
16327 O-5716-2	USA W-21873	1,320.00	5-1-67	Township 27 North - Range 109 West Sec. 3: SE/4 SE/4 Sec. 9: All Sec 10: All
16328 O-5726-1	USA W-20524 Yellow Point Ridge Unit (HBP)	280.00	5-1-67	Township 27 North - Range 109 West Sec. 5: SW/4, NW/4 SE/4, S/2 SE/4

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN
WYOMING
STATE OIL AND GAS LEASE 66-1599

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Erving Wolf, 1100 Milam Building, Suite 1900, Houston, Texas 77002,

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

NAME	ADDRESS	PERCENT
Mark Daniel Wolf	1100 Milam Building, Suite 1900 Houston, Texas 77002	.125%

being in all a total of an undivided 1/8th of 1% of 100% overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 27 North, Range 103 West, 6th PM
Section 16: All

containing 640.00 acres, more or less.

WITNESS our hands this 27th day of September, 19 77.

Erving Wolf

STATE OF COLORADO)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 27th day of September, 19 77, by Erving Wolf.

Witness my hand and official seal.

Notary Public

My commission expires November 5, 1979

STATE OF)ss.
COUNTY OF)

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

Witness my hand and official seal.

Notary Public

My commission expires

163076

RECORDED October 18 19 77 9:00 AM
IN BOOK 54 Misc PAGE 612
FEES $ [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

612

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

613

FOR VALUE RECEIVED, the undersigned, SOPHIE J. BROWN,
whose address is 300 South Greeley Highway, Cheyenne, Wyoming 82001,
does hereby assign, transfer, convey, and set over to LANCASTER CORPORATION,
whose address is P.O. Box 2430, Denver, Colorado 80201,
an overriding royalty consisting of Two percent (2%) of 8/8ths
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-60572 dated the 1st day of October, 1977. The lands covered thereby as they are included in and affected by this assignment, are described as follows:

Sublette County, State of Wyoming

Township 33 North, Range 111 West, 6th P.M.

Section 32: Lots 1, 2, [illegible]
Section 32: [illegible]
Section 33: All

Containing 1113.95 acres

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 11th day of October, 1977.

Assignor

163110

RECORDED October 26 1977 9:55 A.M.
IN BOOK 324 049 FILE 613
FEES 3.00 Jacqueline Lyle COUNTY CLERK
SUBLETTE COUNTY CLERK
by Peg Carney

STATE OF Wyoming)
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me by SOPHIE J. BROWN

this 11th day of October, 1977.

Witness my hand and official seal.

My commission expires:

LOIS L SIELOW Notary Public
Laramie
State of Wyoming
My Commission Expires August 31 1979

Lois L. Sielow
Notary Public

NORTHWEST PIPELINE CORPORATION

TO PETROLEUM, INC.
R. H. Garvey Building #800
300 West Douglas Street
Wichita, Kansas 67201

MEMORANDUM
DATED:
FILED:
RECORDED:

MEMORANDUM GIVING NOTICE OF GAS PURCHASE CONTRACT

163112

STATE OF WYOMING

COUNTY OF SUBLETTE

RECORDED October 20 1977 7:30 A.M.
IN BOOK 54 Org PAGE 614
FEES 7.50 Lucy J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Peg Carey

WHEREAS, NORTHWEST PIPELINE CORPORATION ("Northwest") and PETROLEUM, INC., as Seller, made and entered into a Gas Purchase Contract dated [illegible] (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 ou in said Contract.

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 day of 197__.

NORTHWEST PIPELINE CORPORATION

ATTEST:

SEAL

By _____

ASSISTANT SECRETARY

NJP

ATTEST:

By _____

Assistant Secretary

PETROLEUM, INC.

By _____

John E. McLeland
Vice Pres. - Prod.

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 and deed 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 [illegible], 197[illegible].

NOTARY PUBLIC

[illegible]
Notary Public
Residing at

My Commission Expires [illegible]

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 and deed 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 [illegible], 197[illegible].

[illegible]
Notary Public
Residing at

My Commission Expires [illegible]

EXHIBIT A

GAS PURCHASE CONTRACT

DATED _____

between

NORTHWEST PIPELINE CORPORATION

and

PETROLEUM, INC.

Description	County and State	Gross Acres	Interest	Net Acres	Lease Expiration Date
	Sublette County, Wyoming				
T 28 N - R 114 W					
N/2 SW Section 15		80	13.02	10.416	
N/2 NE/4 & NE/4 NW/4 Section 21		120		15.624	
NW/4 NW/4 Section 22		40		5.208	
SE/4 & SE/4 SW/4 & SE/4 NE/4 Section 16		240		31.248	

Commitment limited to the base of the Frontier Formation.

NORTHWEST PIPELINE CORPORATION

TO WESTERN OIL REFINING COMPANY
915 Pine Avenue
Kemmerer, Wyoming 83101

MEMORANDUM
DATED:
FILED:
RECORDED:

MEMORANDUM GIVING NOTICE OF GAS PURCHASE CONTRACT

163113

STATE OF WYOMING

COUNTY OF SUBLETTE

RECORDED October 20 1977 9:00 A.M.
IN BOOK 54 Misc. PAGE 618
FEES 7.00 Joan V. Baker COUNTY CLERK
SUBLETTE COUNTY CLERK
by Peg Conway

WHEREAS, NORTHWEST PIPELINE CORPORATION ("Northwest") and Western Oil Refining Company, 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 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 ou in said Contract.

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 [illegible] day of [illegible] 197[illegible].

ATTEST:

[illegible]

NORTHWEST PIPELINE CORPORATION

By [illegible]

NWP

ATTEST:

[illegible]

WESTERN OIL REFINING COMPANY

By [illegible]

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act 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 _____ day of _____, 197_.

_____
Notary Public
Residing at

My Commission Expires _____

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act 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 _____ day of _____, 197_.

_____
Notary Public
Residing at

My Commission Expires _____

EXHIBIT A

GAS PURCHASE CONTRACT

DATED [illegible]

between

NORTHWEST PIPELINE CORPORATION

and

WESTERN OIL REFINING COMPANY

	Description	County and State	Serial No. of Lease	Gross Acres	Interest	Net Acres	Lease Expiration Date
1.	27 N - 113 W Sec. 8-W/2,NE/4	Sublette, Wyoming	Ev. 07671-B	480	100%	480	Extended By Unit
2.	27 N - 113 W Sec. 8-SE/4	Sublette, Wyoming	Ev. 07671-A	160	100%	160	Extended By Unit

NORTHWEST PIPELINE CORPORATION

TO WESTERN OIL REFINING COMPANY
915 Pine Avenue
Kemmerer, Wyoming 83101

MEMORANDUM
DATED:
FILED:
RECORDED:

MEMORANDUM GIVING NOTICE OF GAS PURCHASE CONTRACT

163114

STATE OF Wyoming

COUNTY OF Sublette

RECORDED October 20 1977 9:[illegible] AM
IN BOOK 54 OGS PAGE 622
FEES [illegible] [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
by Peg Carney

WHEREAS, NORTHWEST PIPELINE CORPORATION ("Northwest") and Western Oil Refining Company, 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 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 ou in said Contract.

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 day of 197 .

NORTHWEST PIPELINE CORPORATION

By _____

NWP

WESTERN OIL REFINING COMPANY

By _____

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act 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 _____ day of _____, 197__.

_____
Notary Public
Residing at

My Commission Expires _____

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act 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 _____ day of _____, 197__.

_____
Notary Public
Residing at

My Commission Expires _____

EXHIBIT A

GAS PURCHASE CONTRACT

DATED 4-5-72

between

NORTHWEST PIPELINE CORPORATION

and

WESTERN OIL REFINING COMPANY

	Description	County and State	Serial No. of Lease	Gross Acres	Interest	Net Acres	Lease Expiration Date
3.	27 N - 113 W Sec. 17-NE/4 E/2NW/4	Sublette, Wyoming	Ev. 09561-A	240	100%	240	Extended By Unit
3A.	27 N - 113 W Sec. 17-NE/4SW/4 Sec. 20-NE/4NE/4	Sublette, Wyoming	Ev. 09561-A	80	100%	80	Extended By Unit
3B.	27 N - 113 W Sec. 17-SE/4	Sublette, Wyoming	Ev. 09561-A	160	100%	160	Extended By Unit
5.	27 N - 113W Sec. 4-SW/4SW/4	Sublette, Wyoming	Ev. 021978	40	100%	40	Extended By Unit
6.	27 N - 113 W Sec. 16- All	Sublette, Wyoming	State of Wyoming 0-847	640	100%	640	Extended By Unit
7.	27 N - 113 W Sec. 5-S/2S/2	Sublette, Wyoming	Ev. 07538	160	100%	160	Extended By Unit
9.	27 N - 113 W Sec. 20-N/2N/2	Sublette, Wyoming	Ev. 010270-B	160	100%	160	Extended By Unit
10.	27 N - 113 W Sec. 4-SE/4SW/4 SW/4SE/4	Sublette, Wyoming	Ev. 026191	80	100%	80	Extended By Unit

625

PO-84-T (3-63) 1500

LAND FILE W-5670a

RELEASE -- WYOMING

STATE OF COLORADO
CITY AND
COUNTY OF DENVER

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

Dated the 8th day of Sept. 1966 executed by

Forest C. Yelverton (Fed. Colo-819)

Assignor
as ~~Lessor~~, to Texaco Inc. , as Assignee, recorded in Volume 41 O&G
on Page 69 Records of Sublette County, State of Wyoming.

Executed at Denver, Colorado, on this 11th day of October, 19 77.

TEXACO Inc.

BY _____
Agent and Attorney in Fact

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

(WYOMING ACKNOWLEDGMENT)

On this 11th day of October, 1977, before me appeared R. M. DANCS, to me personally known, who being by me duly sworn did say that he is the Agent and Attorney in Fact of The TEXACO Inc., a Delaware Corporation, and that he signed the foregoing instrument in behalf of said corporation by authority of its Board of Directors, and the said R. M. DANCS acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and Notarial Seal this 11th day of October, 1977.

My commission expires on the 16th day of August, 1979.

Margaret B. Smith
Notary Public within and for the City and County of Denver, State of Colorado.

Resides at DENVER, COLORADO

PHOTOSTATING RECORDED	✓
INDEXED	✓
[illegible]	✓

163186

APPROVED AS TO DESCRIPTION & DATA

RECORDED Oct. 26 1977 9:00 AM
IN BOOK 57 OTH PAGE 626
FEES [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
By [illegible]

626

Form 3106-5
(November 1975)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

627

FORM APPROVED
OMB NO. 42-R1599

Serial No. W-60596

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

F. W. Baumgartner
4155 E. Jewell Avenue #305
Denver, Colorado 80222

1.

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective (*date*) October 1, 1977, 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 115 West
Section 26: All
Section 27: All
Sublette County, Wyoming
1280.00 acres

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

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

5a. What overriding royalty or production payments is the assignor reserving herein? (*See Item 4 of General Instructions; specify percentage*) One Percent 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 7th day of October, 19 77

Rosebelle Heighton
(Assignor's Signature)

4294 5th Avenue
(Assignor's Address)

Rosebelle Heighton

San Diego, California 92103
(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:

163187

RECORDED October 26 1977 9:00 A.M
IN BOOK 54 Of 4 PAGE 627
FEES 4.50 Eric J Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
By Peg Carney

Assignment approved effective _____ By _____
(Authorized Officer)

_____
(Title) (Date)

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

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 [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.
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 7th day of October , 19 77

F. W. Baumgartner
(Assignee's Signature)

F. W. Baumgartner
4155 E. Jewell Avenue #305
Denver, Colorado 80222
(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 7th day of October, 1977, personally appeared F. W. Baumgartner and , to 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 5/12/80

Diane K. Vogle
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:

629

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

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASES W-0317227 & W-0317227-A

DISTRICT LAND OFFICE Cheyenne

KNOW ALL MEN BY THESE PRESENTS, That R. J. ACKERMAN, P. O. Box 1250, Casper, Wyoming 82602

..., 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
W. A. SEARS, JR.	P. O. Box 1369 Casper, Wyoming 82602	1.5%

163269

RECORDED October 31 1977 7:00 A.M.
IN BOOK 57 Misc PAGE 629
FEES 6.00 Lavina J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Peg Carney

1977 OCT 31 AM 7:00
SUBLETTE COUNTY, WYOMING
FILED

Being in all a total of one undivided one and one-half percent overriding royalty on all of the oil, natural gas and other hydrocarbon substances that may be produced, saved and marketed from the following described land 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 hereto and made a part hereof

of Section Township Range containing acres more or less,

EXPIRES on the 13th day of October, 19 77

Witness:

R. J. ACKERMAN

State of WYOMING
County of NATRONA } ss.

The foregoing instrument was acknowledged before me by R. J. Ackerman

this 13th day of October, 1977

Witness my hand and official seal.

Kathy L. Weinrich
Notary Public

My Commission Expires: [redacted]

KATHY L. WEINRICH - Notary Public
County of Natrona State of [redacted]
My Commission Expires Mar [redacted]

[redacted]

EXHIBIT "A"
to that certain Assignment of Overriding
Royalty from R. J. Ackerman to W. A. Sears,
Jr. dated October 13, 1977

Lease Number: W-0317227
Lease Date: June 1, 1965
Description: T. 28 N., R. 114 W., 6th Prin. Mer., Wyoming
Section 28: $W\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$

Containing 240.00 acres, more or less.

Lease Number: W-0317227-A
Lease Date: June 1, 1965
Description: T. 28 N., R. 114 W., 6th Prin. Mer., Wyoming
Section 33: $NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$

Containing 240.00 acres, more or less.

1977 OCT 26 PM 12 42

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF Overriding Royalty 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 25th day of October , 19 77

(Assignee's Signature)

W. A. SEARS, JR.

with acknowledgment added

P. O. Box 1369
Casper, WY 82602

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

(Address, include zip code)

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

GENERAL INSTRUCTIONS

1. *Use of form* — Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of overriding or royalty interests, operating agreements, or sublets. 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 in duplicate and manually sign all copies in appropriate blank spaces. A $10 nonrefundable filing fee must accompany assignment filed, except 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* — Do not describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.

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

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

SPECIFIC INSTRUCTIONS

PART I

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

PART II

A. Certification of assignee

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

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

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

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

KINTZEL PRINTING CO.
134 N. Center
Casper, Wyoming

Form 3106 - 5 (February 1971)

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

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

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

.....

and.....

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

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

My Commission Expires .....

.....
Notary Public.

[redacted]

ASSIG[redacted]ENT

01X6-[redacted]

File 49[redacted]29

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, JOE F. HERNANDEZ
P.O. Box 1926, Cheyenne, Wyoming 82001, assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 77-0333,
and covering land situate in Sublette County, Counties, described as follows:

Township 32 North, Range 110 West, 6th P.M.

Section 16: All

and containing 640.00 acres more or less, for and in consideration of the sum of Twenty and 00/100--- Dollars
($ 20.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto
MAURICE W. BROWN, 300 South Greeley Highway
of Cheyenne, Wyoming 82001, assignee, all rights, title and interest of assignor in and to said lease
insofar as it covers the following described land:

Same as above

and containing 640.00 acres, more or less, reserving, however, unto assignor One-half of one percent
(½ of 1%) of 8/8ths overriding royalty

TO HAVE AND TO HOLD unto the said MAURICE W. BROWN, His successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 24th day of June, 1977

WITNESS: Joe F. Hernandez
Assignor-Lessee

By
President

Attest:

(SEAL)
Secretary

ACKNOWLEDGEMENT (For use by Individual)

163280

RECORDED October 31 1977 7:39 A M
IN BOOK 54 Otg PAGE 632
FEES 3.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Peg Carney

STATE OF Wyoming)
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me by
JOE F. HERNANDEZ

this 24th day of June, 1977.

Witness my hand and official seal.

My commission expires:
Notary Public
State of Wyoming
My Commission expires August 31, 1979

Notary Public

and that the seal affixed to said instrument is the corporate seal of 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: Sept. 1, 1977 without binding the State for the payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: Oct. 4, 1977

(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.)

bp
10M-8-73

Form 3106-5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No. W 48210

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

1. CITIES SERVICE COMPANY
P.O. Box 300
Tulsa, OK 74102

01X6-4906343
File 4906-343

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

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

State of WYOMING, County of SUBLETTE

T. 27 N., R. 115 W., 6th Prin Mer
Sec. 22: NE¼SE¼
23: SE¼

Containing a total of 200.00 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 Quarter Percent(1-1/4%) of 8/8th overriding royalty

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) Three and Three Quarter Percent (3-3/4%) 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 12th day of July, 19 77

TECKLA PRODUCTIONS, INC.

C. E. Strange

(Assignor's Signature)

BY: C. E. STRANGE, PRESIDENT

P.O. Box 61
(Assignor's Address)

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

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

163281

RECORDED October 31 19 77 9:30 AM
IN BOOK 57 Misc PAGE 633
FEES 6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
By Peg Calvin

Assignment approved effective SEP 1 1977

By Glenna M. Lane
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

SEP 29 1977
(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 [redacted] of filing of this assignment [redacted] tal Instant Press-1810 Eye [redacted] kfd., Calif. AIMANT

[redacted] [redacted] [redacted]

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.

C&S

82 E7

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

625

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 4th day of August, 1977

CORPORATE QUALIFICATIONS AND EVIDENCE OF AUTHORITY OF ATTORNEY IN FACT ARE FILED IN CORPORATE QUALIFICATION FILE NO. W-56940.

CITIES SERVICE COMPANY

BY: Mark F. Payton
(Assignee's Signature)

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

*MARK F. PAYTON, 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 leased 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 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 base lease or leases to 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 the, between and below spaces state 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 persons 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 shareholder, 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. Segregation 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 separate 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.

SONJA M. DRUNAGEL
NOTARY PUBLIC - CALIFORNIA
BOND FILED IN
KERN COUNTY
MY COMMISSION EXPIRES NOVEMBER 28, 1977

STATE OF CALIFORNIA,
County of Kern } ss.

On July 12th, 19 77, before me, the undersigned, a Notary Public in and for said County and State, personally appeared C. E. Strange, known to me to be the President, xxx, known to me to be the xxxxxx of Teckla Productions, Inc., the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

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

Notary Public in and for said County and State.

[redacted] LEDGMENT - COR[redacted] - PRES. & SEC. - WC[redacted] 1 226 - REV. 7-50 [redacted] 82431

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-54161

DISTRICT LAND OFFICE Cheyenne, Wyoming 82001

KNOW ALL MEN BY THESE PRESENTS, That Estelle C. Haefele
6202 Rue Royale - Cheyenne, Wyoming 82001
, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
A. G. Andrikopoulos, a single man	P. O. Box 788 Cheyenne, Wyoming 82001	3½% of 8/8ths

163308

RECORDED November 2 1977 9:00 A.M.
IN BOOK 54 Oth 9 PAGE 636
FEES 3.50 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Peg Carney

Being in all a total of an undivided Three and One-Half Percent of Eight-Eighths overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 29 North, Range 114 West, 6th P.M.
Section 5: Lot 4
Section 6: Lots 1, 2, S½NE¼, SE¼
Section 7: E½
Section 9: SE¼SE¼
Section 17: All
Section 18: SE¼
Section 19: E½

Containing 1779.12 acres, more or less.

WITNESS our hands this 20th day of October, 19 77

Witnesses:

Estelle C. Haefele

Estelle C. Haefele

STATE OF Wyoming
} ss.
COUNTY OF Laramie

On the 20th day of October, 19 77, before me personally appeared Estelle C. Haefele the signor of the above instrument, who duly acknowledged to me that she executed the same.

My commission expires: January 10, 1978

Notary Public

Residing in Cheyenne, Wyoming 82001

UNICOVER GRAPHICS

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING UNITED STATES OIL AND GAS LEASE W-54161 DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Estelle C. Haefele
6202 Rue Royale - Cheyenne, Wyoming 82001
....., Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Gale O. Kelly	3508 Amherst Cheyenne, Wyoming 82001	½ of 1% of 100%

163369

RECORDED November 2 1977 9:00 A.M.
IN BOOK 54 Oth PAGE 637
FEES 3.50 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Peg Carney

Being in all a total of an undivided One-Half Of One Percent of One Hundred Percent ..... overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 29 North, Range 114 West, 6th P.M.
Section 5: Lot 4
Section 6: Lots 1, 2, S½NE¼, SE¼
Section 7: E½
Section 9: SE¼SE¼
Section 17: All
Section 18: SE¼
Section 19: E½

Containing 1779.12 acres, more or less.

WITNESS our hands this 20th day of October, 19 77

Witnesses:

Estelle C. Haefele
Estelle C. Haefele

STATE OF Wyoming
COUNTY OF Laramie
} ss.

On the 20th day of October, 19 77, before me personally appeared Estelle C. Haefele the signor of the above instrument, who duly acknowledged to me that she executed the same.

My commission expires: January 10, 1978

Notary Public

Residing in Cheyenne, Wyoming 82001

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-54161

DISTRICT LAND OFFICE Cheyenne, Wyoming 82001

KNOW ALL MEN BY THESE PRESENTS, That Estelle C. Haefele
6202 Rue Royale - Cheyenne, Wyoming 82001

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

NAME	ADDRESS	PER CENT
C. L. Scribner	817 Old Trail Road Cheyenne, Wyoming 82001	½ of 1% of 100%

163310

RECORDED November 2, 19 77 9:00 AM
IN BOOK 57 Q t 9 PAGE 638
FEES 3.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Peg Carney

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

Township 29 North, Range 114 West, 6th P.M.
Section 5: Lot 4
Section 6: Lots 1, 2, S½NE¼, SE¼
Section 7: E½
Section 9: SE¼SE¼
Section 17: All
Section 18: SE¼
Section 19: E½

Containing 1779.12 acres, more or less.

WITNESS our hands this 20th day of October, 1977.

Witnesses:

.....

.....

Estelle C. Haefele
Estelle C. Haefele

.....

STATE OF Wyoming
} ss.
COUNTY OF Laramie

On the 20th day of October, 19 77, before me personally appeared Estelle C. Haefele the signator of the above instrument, who duly acknowledged to me that she executed the same.

My commission expires:
January 10, 1978

.....
Notary Public

Residing in Cheyenne, Wyoming 82001

639

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING UNITED STATES OIL AND GAS LEASE W-54161

DISTRICT LAND OFFICE Cheyenne, Wyoming 82001

KNOW ALL MEN BY THESE PRESENTS, That A. G. Andrikopoulos, a single man
P. O. Box 788 - Cheyenne, Wyoming 82001

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

NAME	ADDRESS	PER CENT
C. L. Scribner and William B. Collister, As Joint Tenants	c/o P. O. Box 542 Cheyenne, Wyoming 82001	1% of 8/8ths

163311

RECORDED November 2 1977 9:00 A.M.
IN BOOK 54 Oth PAGE 639
FEES 3.75 Lora J. Yule COUNTY CLERK
SUBLETTE COUNTY CLERK
by Peg Carney

THIS INSTRUMENT IS WRITTEN FOR THE PURPOSE OF AMPLIFYING AND FORMALIZING A PREVIOUS ASSIGNMENT OF THE SAME INTEREST DATED DECEMBER 29, 1976.

Being in all a total of an undivided One Percent (1%) of Eight-Eighths (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 29 North, Range 114 West, 6th P.M.
Section 5: Lot 4
Section 6: Lots 1, 2, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$
Section 7: $E\frac{1}{2}$
Section 9: $SE\frac{1}{4}SE\frac{1}{4}$
Section 17: All
Section 18: $SE\frac{1}{4}$
Section 19: $E\frac{1}{2}$

Containing 1779.12 acres, more or less.

WITNESS our hands this 25th day of October, 19 77

Witnesses:

.....

.....

A. G. Andrikopoulos
A. G. ANDRIKOPOULOS, a single man

.....

STATE OF Wyoming
} ss.
COUNTY OF Laramie

On the 25th day of October, 19 77, before me personally appeared A. G. Andrikopoulos, a single man the signor..... of the above instrument, who duly acknowledged to me that .....he..... executed the same.

My commission expires:
January 10, 1978

.....
Notary Public

Residing in Cheyenne, Wyoming

C-85—ASS[redacted]T OF OIL AND GAS LEASE

Martin [redacted] Co., Dallas

ASSIGNMENT OF [redacted] OIL AND GAS LEASE

Whereas, On the 18th day of December, 19 76, a certain oil and gas mining lease was made and entered in by and between Paul Allen & wife, Lillian C. Allen and James M. Wells, trustee for the J.M.W. Trust, Lessors and John J. Christmann, Lessee, covering the following described land in the county of Sublette and State of ~~XXXXXXXXX~~ Wyoming, to-wit:

T 28N, R114W — Sec 15, W/2 of SE/4
Sec 22, NW/4 of NE/4

163370

RECORDED November 3 1977 9:00 AM
IN BOOK 54 Misc PAGE 640
FEES $4.75 Doris J. Yates COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Peg Carney

Said lease being recorded in the office of the County Clerk in and for said County in book 53, page 488, and

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

1/3 interest by Margaret G. Roden, Casper, Wyoming

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 1/3 of said lease and all rights thereunder or incident thereto, do 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 1/3 interest owned by Margaret G. Roden, subject to a reserved over-riding royalty of 1/8 of 7/8 of the production attributal to said 1/3 interest together with all personal property used or obtained in connection therewith to:

1/6 to John J. Christmann
1/6 to Sublette Properties Inc., Pinedale, Wyoming

~~[illegible]~~ and their heirs, successors and assigns.

And for the same considerations, the undersigned for herself and her heirs, successors and representatives, do ~~es~~covenant with the said assignees their heirs, successors, or assigns that she 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 that the undersigned will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, The undersigned owner and assignor has signed and sealed this instrument the 2nd day of September, 1977.

Margaret G Roden (Seal)

(Seal)

(Seal)

SINGLE ACKNOWLEDGMENT

THE STATE OF ~~TEXAS~~ WYOMING,
COUNTY OF Natrona

BEFORE ME, the undersigned, a Notary Public, ... , in and for said County, ~~Texas~~, on this day personally appeared Margaret G. Roden

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 ... day September, A. D. 19 77

(L. S.)

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.)

C 85

No. .....

Assignment of Oil and Gas Lease

FROM

.....

.....

TO

.....

.....

Dated .....

No. Acres .....

..... County, Texas.

In .....

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

.....

.....

MARTIN Stationery Co., Dallas

TRANSFER OF OPERATING RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

That, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ENERGY RESERVES GROUP, INC., formerly CLINTON OIL COMPANY, hereinafter referred to as "ERGI", or as Assignor hereby does bargain, sell, transfer and convey unto ZACH K. BRINKERHOFF, JR. (63-1/3%), M. H. BRINKERHOFF (15%), BRINKERHOFF ENTERPRISES, LTD. (A Partnership) (6-2/3% and RWB OIL CORPORATION (15%), hereinafter collectively referred to as Assignees, all of its right, title and interest in and to the operating rights and working interest to the following referenced lease, covering lands in Sublette County, State of Wyoming, to-wit:

Contract or Serial No.	W-05900-B
Lessor:	U. S. A.
Lessee:	Luella Johnson
Effective Date:	June 1, 1951
Recorded:	Book 23; Page 391

insofar as said lease covers the following described land in said County and State, to-wit:

Township 32 North, Range 114 West

Section 30: E/2 NE/4

insofar as, and only insofar as said lease covers all depths, zones and formations from the surface to the Base of the Mesa Verde formation, all other depths, zones and formations being hereby reserved and excepted unto Assignor, and the record title of said lease and lands as to all depths, zones and formations being hereby excepted and reserved to Assignor. (Said lease and land hereinabove last referred to sometimes being referred to as "lease acreage"), subject to the following terms, covenants and conditions, to-wit:

1. The interest hereby transferred in the lease acreage covered hereby is transferred by Assignor and accepted by Assignee subject to the overriding royalties, production payments, net profits obligations, carried working interests or other payments out of or with respect to production which are of record and

163371

RECORDED January 3 1977 7:55 A.M.
IN BOOK 54 Ctg PAGE 642
FEES 7.25 [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
by Peg Carney

642

W-366

with which said lease acreage is encumbered, and Assignee hereby assumes and agrees to pay, perform or carry, as the case may be, each of said overriding royalties, production payments, net profits obligations, carried working interests and other payments out of or with respect to production, to the extent that it is or remains a burden on the lease acreage.

2. In the event that Assignee should elect to surrender, let expire, abandon or release all or any of his rights in said lease acreage, or any part thereof, Assignee shall notify Assignor not less than sixty (60) days in advance of such surrender, expiration, abandonment or release, and, if requested so to do by Assignor, Assignee immediately shall re-transfer such rights in said lease acreage, or such part thereof, to Assignor.

3. This transfer is made subject to all the terms and express and implied covenants and conditions of said lease, to the extent of the rights hereby transferred, which terms, covenants and conditions Assignee hereby assumes and agrees to perform with respect to the lands covered hereby. Said terms, covenants and conditions, insofar as said lease acreage is concerned, shall be binding on Assignee, not only in favor of the Lessor, and its successors and assigns, but also in favor of Assignor and its successors and assigns.

4. This transfer is made by Assignor and accepted by Assignee without warranty of title, either expressed or implied.

5. All notices, reports and other communications required or permitted hereunder, or desired to be given with respect to the rights or interests herein transferred or reserved, shall be deemed to have been properly given or delivered when delivered personally or when sent by certified mail or telegraph, with all postage or charges fully prepaid, and addressed to the parties hereto as follows:

Assignór: ENERGY RESERVES GROUP, INC.
Suite 3200
First of Denver Plaza
633 Seventeenth Street
Denver, Colorado 80202

Assignees: ZACH K. BRINKERHOFF, JR.
601 Denver Club Building
Denver, Colorado 30202

Assignees:

M. H. BRINKERHOFF
601 Denver Club Building
Denver, Colorado 80202

BRINKERHOFF ENTERPRISES, LTD.
(A Partnership)
601 Denver Club Building
Denver, Colorado 80202

RWB OIL CORPORATION
601 Denver Club Building
Denver, Colorado 80202

6. The terms, covenants and conditions hereof shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors or assigns; and such terms, covenants and conditions shall be covenants running with the land hereinabove described and the operating rights and lease acreage transferred and with each transfer of said operating rights in said land or lease acreage.

7. It is understood by the parties hereto that Assignor hereby reserves all of its right, title, and interest in and to those horizons below the base of the Mesa Verde formation as such interests were conveyed by that certain Assignment and Conveyance dated December 31, 1969 from Pan American Petroleum Company (now Amoco Production Company) into Clinton Oil Company (now Energy Reserves Group, Inc.).

8. This transfer shall be effective from and after February 1, 1977, at 7:00 a.m., notwithstanding the date of execution hereof.

TO HAVE AND TO HOLD, said lease acreage unto Assignee(s), its successors and assigns, subject to the terms, covenants and conditions hereinabove set forth.

IN WITNESS WHEREOF, this instrument is executed this 1st day of September, 1977.

ENERGY RESERVES GROUP, INC.

By _____
M. A. Church
Attorney-in-Fact

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 1st day of September, 1977, before me a Notary Public, in and for said County and State, came the above named M. A. Church, who is personally known to be the identical person whose name is affixed to the above instrument as Attorney in Fact for the said ENERGY RESERVES GROUP, INC., and he acknowledged that he executed said instrument as his free and voluntary act and deed of the corporation for the uses and purposes therein set forth.

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

My Commission Expires April 8, 1981

Notary Public

Form 4-1158
Ninth Edition
(August 1961)

FACSIMILE REPRODUCTION
PRAIRIE PUBLISHING CO. CASPER

Form approved.
Budget Bureau No. 42-R500.4.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Wyoming
Office .....
Serial No. W 5191

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

OFFER TO LEASE AND LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive Public Domain Lease)

The undersigned hereby offers to lease all or any of the lands described in Item 2 that are available for lease, pursuant and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437, 30 U. S. C. sec. 181), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

1. Mr. / Mrs. / Miss Esther Charney
(First Name, Middle Initial, Last Name)

Please notify the signing officer of any change of address.

P.O. Box 391
(Number and Street)

Casper, Wyoming 82601
(City and State)

2. Land requested: State Wyoming County Sublette T. 27N : R. 109W : Meridian

T.27N.,R.109W.,6thP.M.
Sec. 7: All
Sec. 8: All
Sec. 17: All
Sec. 18: All

RECORDED Jan 13 1977 7:30 A.M.
IN BOOK 54 Q19 PAGE 646
FEES 7.00 Jack A Yoder COUNTY CLERK
SUBLETTE COUNTY CLERK
by Peg Carney

163447

Total Area 2456.56 Acres

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

This lease embraces the area and the land described in Item 2.

The rental retained is the rental amount shown in Item 4.

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

4. Amount remitted: Filing fee $10, Rental $ 1228.50, Total $ XX 1238.50

5. Undersigned certifies as follows:
(a) Offeror is a citizen of the United States. Native born XX Naturalized ..... Corporation or other legal entity (specify what kind): .....

(b) Offeror's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options, offers to lease and leases in the same State, or 300,000 chargeable acres in leases, offers to lease and options in each leasing district in Alaska. (c) Offeror accepts as a part of this lease, to the extent applicable, the stipulations provided for in 43 CFR 191.6. (d) Offeror is 21 years of age or over (or if a corporation or other legal entity, is duly qualified as shown by statements made or referred to herein). (e) Offeror has described all surveyed lands by legal subdivisions, all lands covered by protracted surveys by appropriate subdivisions thereof, or all unsurveyed lands not covered by protracted surveys by metes and bounds, and further states that there are no settlers on unsurveyed lands described herein.

6. Offeror ☒ is ☐ is not the sole party in interest in this offer and lease, if issued. (*If not the sole party in interest, statements should be filed as prescribed in Item 6 of the Special Instructions.*)

7. Offeror's signature to this offer shall also constitute offeror's signature to, and acceptance of, this lease and any amendment thereto that may cover any land described in this offer open to lease application at the time the offer was filed but omitted from this lease for any reason, or signature to, or acceptance of, any separate lease for such land. The offeror further agrees that (a) this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the land office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed in behalf of the United States, and (b) this offer and lease shall apply only to lands not within a known geologic structure of a producing oil or gas field at the time the offer is filed.

8. If this lease form does not contain all of the terms and conditions of the lease form in effect at the date of filing, the offeror further agrees to be bound by the terms and conditions contained in that form.

9. It is hereby certified that the statements made herein are complete and correct to the best of offeror's knowledge and belief and are made in good faith.

"This form is submitted in lieu of official Form 4-1158 and contains all of the provisions thereof as of the date of filing of this offer."

Offeror duly executed this instrument this ..... day of 3/22/67, 19.....

..... (Lessee signature)

Esther Charney (Lessee signature)

..... (Attorney-in-fact)

This lease for the lands described in item 3 above is hereby issued, subject to the provisions of the offer and on the reverse side hereof.

THE UNITED STATES OF AMERICA

By David B. Morgan (Signing officer)

Effective date of lease MAY 1 1967

ASSISTANT MANAGER, OIL & GAS (Title) APR 13 1967 (Date)

THIS OFFER MAY BE REJECTED AND RETURNED TO THE OFFEROR AND WILL AFFORD THE OFFEROR NO PRIORITY IF IT IS NOT PROPERLY FILLED IN AND EXECUTED OR IF IT IS NOT ACCOMPANIED BY THE REQUIRED DOCUMENTS OR PAYMENTS. SEE ITEM 9 OF GENERAL INSTRUCTIONS

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

This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form, in accordance with the provisions of 43 CFR 192.42 (a).

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FOR CLAIMANT

LEASE TERMS

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

SEC. 2. The lessee agrees:

(a) *Bonds.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $5,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the Director a bond in the penal sum of $10,000 with approved corporate surety, or with deposits 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 $1,500 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

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

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

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

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

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(i) For each lease year a rental of 50 cents per acre or fraction thereof.

(b) If the lands are wholly within the known geologic structure of a producing oil or gas field:

(i) Beginning with the first lease year after 90 days' notice that all or part of the lands 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 paragraph (a) of this section, shall apply to the acreage in addition to participating area.

Minimum royalties.—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 shall be payable on the nonparticipating acreage as provided in any unit agreement.

Royalty on production.—To pay the lessor 12½ percent royalty on the value of all oil and gas produced and saved 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 deriving consideration 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. Under regulations 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 lease as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

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

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, or to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 191.12. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

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

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

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

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

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

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

(l) *Nondiscrimination Clauses.* In connection with the performance of work under this contract, the lessee agrees as follows:

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

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

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the said labor union or workers' representative of the lessee's commitments under this Nondiscrimination clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 10925 of March 6, 1961, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The lessee will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the Nondiscrimination clause of this lease or with any of the said 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. 10925 of March 6, 1961, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The lessee will include the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

(q) *Protection of surface, natural resources and improvements.*—To take such reasonable steps as may be needed to prevent operations from unnecessarily: (1) Causing or contributing to soil erosion or damaging any forage and timber growth thereon, (2) polluting the waters of reservoirs, springs, streams or wells, (3) damaging crops, including forage, timber, or improvements of a surface owner, or (4) damaging range improvements whether owned by the United States or by its grazing permittees or lessees; and upon conclusion of operations, so far as can reasonably be done, to restore the surface to its former condition. The lessor may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereon.

(r) *Overriding royalties.*—Not to create or recognize 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 quietly and in good 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 thereon, through, or in the lands leased, necessary 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 the lease.

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

(d) *Helium.*—Pursuant to section 1 of the act, as amended, the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

(e) *Taking of royalty.*—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 46 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. *Use of materials, etc., on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the next preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period: *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

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

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

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

INSTRUCTIONS

A. GENERAL INSTRUCTIONS

1. This offer must be filled in on a typewriter or printed plainly in ink and must be signed in ink.

2. This form is to be used in offering to lease noncompetitively public domain lands or oil and gas deposits reserved to the United States in proposals of such lands for the purpose of drilling, mining, extracting, removing and disposing of oil and gas deposits, except helium. This form should not be used in offering to lease acquired lands or lands on a known geologic structure of a producing oil or gas field.

3. Offers to lease may be made by individuals 21 years of age or over who are citizens of the United States, and by corporations, partnerships or associations.

4. This offer must be prepared in quintuplicate and filed in the proper land office. The term "filing" means the actual receipt of the offer in the proper land office. If the land is in a State for which there is no land office, the offer must be filed with the Bureau of Land Management, Department of the Interior, Washington 25, D. C. See 43 CFR 192.42(c). If less than five copies are filed, the offeror will have 15 days from the date of first filing to file the other required copies, failing in which the offer will be rejected and returned to the offeror without priority.

5. The offeror shall mark one of the copies first filed at the top with the word "original." If that is not done, the manager will so mark a copy. If there is any variation in the land descriptions among the five copies, the one marked "original" shall govern as to the lands covered by the lease.

6. If additional space is needed in furnishing any of the required information it should be prepared on additional sheets, initialed and attached and made part of this offer to lease, such additional sheets to be attached to each copy of the form submitted.

7. If any of the land described in item 2 of the offer is open to oil and gas lease filing when the offer is filed but is omitted from the lease for any reason and thereafter becomes available for leasing to the offeror, the original lease will be amended to include the omitted land, unless, before the issuance of the amendment on Form 4-1163, the land office receives the withdrawal of the offer as to such land or an election to receive a separate lease to be dated in accordance with 43 CFR 192.42(a), in which case such separate lease will be issued. If the lease is amended the rental charged and the lease term will be the same as though the added land had been included in the original lease when it was issued.

8. As an incident to the assignment of the whole interest in all or any part of the lease, the lessee may assign the whole interest in all or any part of the offer. As an incident to the assignment of an undivided fractional interest in the whole lease, the lessee may assign an undivided fractional interest in the whole offer. Applications for approval of assignments of an offer must include a statement that the assignee agrees to be bound by the offer to the extent it is assigned and must be signed by the assignee. In other instances assignments of the offer will not be approved prior to the [illegible] of a lease for the lands or deposits covered by said assignment.

9. The offer will be rejected [illegible] and will affect the applicant no priority [illegible] for the land is not [illegible] or is not complete [illegible] requirements of section 192.42a or the lands are not entirely within an area of 6 miles square or an area of 6 surveyed sections in length or width. (b) The total acreage exceeds 2,560 acres, except where the rule of approximation applies or is less than 640 acres or the equivalent of a section and is not within the exceptions in 43 CFR 192.42(d). This does not apply where the total acreage is in error by not more than 10 percent. (c) The full filing fee and the first year's rental do not accompany the offer, the rental payment to be for the total acreage if known, and if not known, for the total acreage computed on the basis of 40 acres for each smallest legal subdivision, except where the rental is in error by not more than 10 percent. (d) Except if the power of attorney is within the purview of paragraph 43 CFR 192.42(e)(4)(iii), the offer is signed by an attorney in fact or agent in behalf of the offeror and the offer is not accompanied by a statement over the offeror's own signature with respect to holdings and citizenship and by the evidence required by 43 CFR 192.42(e)(4), and such statement by the principal (offeror) is not filed within 15 days after the filing of the offer. (e) The offer is signed by a guardian or trustee in behalf of a minor and is not accompanied by the evidence required by 43 CFR 192.42(e)(5). (f) Less than five copies of the offer are filed and the copies lacking are not received in the land office before the expiration of 30 days from the date of receipt of the copies first filed, or (g) There is noncompliance with item (5) (a) and 8(c) of the Special Instructions. The offeror will be given an opportunity to file a new offer within 30 days from service of the rejection, and the fee and rental payments on the old offer will be applied to the new offer if the new offer shows the serial and receipt numbers of the old offer. The advance rental will be returned unless within the 30-day period another offer is filed.

B. SPECIAL INSTRUCTIONS

Item 2.—Total area of land requested should be shown in acres in space provided at bottom of item 2. That area, except where the rule of approximation applies, must not exceed 2,560 acres or be less than 640 acres or the equivalent of a section except as provided in 43 CFR 192.42 (d). All of the land must be within a 6 mile square or an area of 6 surveyed sections in length or width. The description of surveyed and unsurveyed lands, or lands covered by protracted surveys must conform to the provisions of 43 CFR 192.42a.

Item 3.—This space is not to be filled in. When lease is issued this space will contain the identification of the leased area and total acres.

Item 4.—The total amount remitted should include a $10 filing fee and the first year's rental of the land requested at the rate of 50 cents an acre or fraction thereof, any fraction being counted as an additional acre. The $10 filing fee is retained as a service charge, even in those cases where the offer to lease is completely rejected. In order to protect the offeror's priorities with respect to the land requested, it is important that the rental payment submitted with the offer be sufficient to cover all the land requested at the rate of 50 cents an acre or fraction thereof. If the land requested includes lots or irregular quarter-quarter sections, the exact area of which is not known to the offeror, rental may be submitted for the purpose of the offer on the basis of each such lot or quarter-quarter section containing [illegible] acres. If the offer is withdrawn in whole or in part before a lease is issued or if the offer is rejected in whole or in part, the rental [illegible] parts withdrawn or rejected will be returned. Where at the time the lease is to be issued, the land applied for or any part of it is within a known geologic structure of a producing oil or gas field, the lessee will be billed for the additional rental of $1.50 an acre on all the leased land as the yearly rental on such lands is $2 per acre.

Item 5 (a).—Offeror will indicate whether a citizen by birth or naturalization. If production is obtained under this lease or allocated to it, the citizenship status of the lessee will be verified.

If offeror is an unincorporated association (including a partnership), the offer must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual.

If offeror is a corporation it must submit a statement containing the following information: the State in which it is incorporated; that it is authorized to hold oil and gas leases and that the officer executing the lease is authorized to act on behalf of the corporation in such matters; the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. Where such ownership is over 10 percent, additional information may be required by the Bureau before the lease is issued or when production is obtained. If any appreciable percentage of the stock is held by aliens of the excepted class the application will be denied. If 20 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder a separate showing of his citizenship and holdings must be furnished.

Item 5 (b).—Acreage included in unitized leases and leases subject to certain development contracts approved by the Secretary under authority of section 17 (b) is not chargeable.

Item 5 (c).—Wherever applicable the stipulations referred to will be made a part of this lease and will be furnished the lessee with the lease when issued. The forms covering them with a brief description are as follows: 4-218 Stipulations for lands where the surface control is under the jurisdiction of the Department of Agriculture; 4-467 Lands potentially irrigable; 4-467 (a) Lands within the flow limits of a reservoir site; 4-467 (b) Lands within the drainage area of a constructed reservoir; 4-1253 Lands withdrawn for power purposes; and 4-1383, Wildlife Refuge, Game Range, and Coordination Lands. Whenever other stipulations are necessary, lessee will be required to agree to them before the issuance of the lease.

Item 5 (e).—If there are settlers attach a sheet giving the name and post-office address of each and description of the lands claimed by metes and bounds or protracted surveys and approximate legal subdivisions.

Item 6.—Offeror must indicate whether or not he is the sole party in interest in this offer and the lease, if issued. If not the sole party in interest, the offeror must submit at the time the offer is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the offer, a separate statement must be signed by them and the offeror, setting forth the nature and extent of the interest of each, the nature of the agreement between them if oral, and a copy of the agreement if written. Such separate statement and written agreement, if any, must be filed within 15 days after the filing of the lease offer. All interested parties must furnish evidence of their qualifications to hold such lease interest.

WSO 1510-5
(Dec. '65)

EQUAL OPPORTUNITY

Non-discrimination clauses, regarding "Equal Opportunity" in the attached permit/lease are amended by deleting references to the President's Committee on Equal Employment Opportunity, Executive Order No. 10925 of March 6, 1961, as amended, and Section 303 of Executive Order No. 10925 of March 6, 1961, as amended; and substituting therefor the Secretary of Labor, Executive Order No. 11246 of September 24, 1965, and Section 204 of Executive Order No. 11246 of September 24, 1965, respectively.

WSO 3122-3
(Revised Nov.66)

SUPPLEMENT TO SEC. 2(q) OF OIL AND GAS LEASE
PROTECTION OF SURFACE, NATURAL RESOURCES AND IMPROVEMENTS

Sec. 2 (q) of the lease terms requires the lessee to observe good land management conservation practices. It provides that the lessor may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereon.

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

The lessee should address all matters pertaining to this section to the appropriate District Manager, Before undertaking explorations or operations, the lessee or his designee is urged to inform the District Manager of his presence and location within the district boundaries.

ADDRESSES AND TELEPHONE NUMBERS OF DISTRICT OFFICES

Casper District Office
Bureau of Land Management
300 North Center Street
Casper, Wyoming 82601 — 265-4310

Lander District Office
Bureau of Land Management
431 Main Street
Lander, Wyoming 82520 — 332-4220

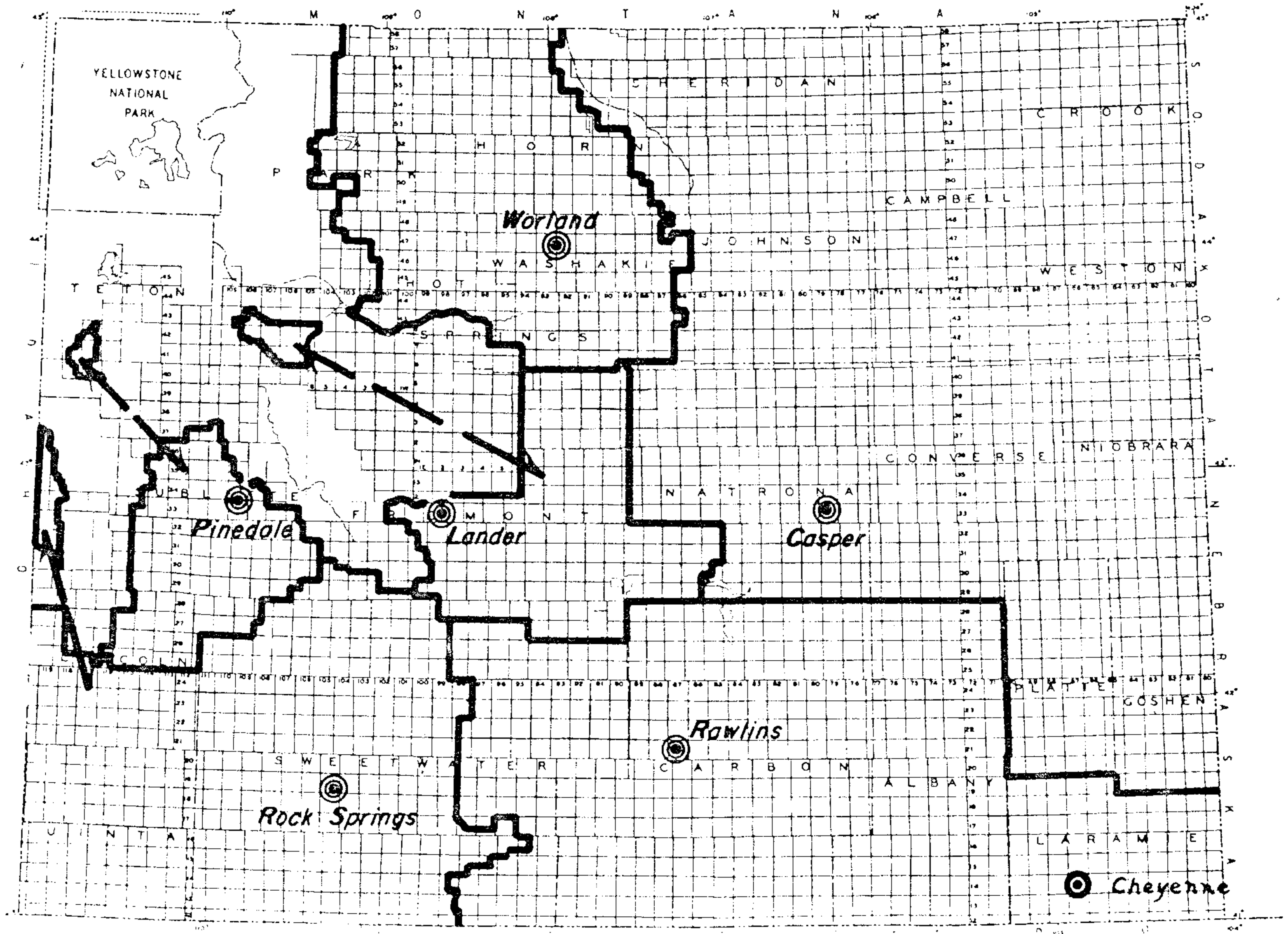
Pinedale District Office
Korfanta Building
Pinedale, Wyoming 82941 — 367-4471

Rawlins District Office
Suite 22, Osborne Building
Rawlins, Wyoming 82301 — 324-3461

Rock Springs District Office
126 Elk Street
Rock Springs, Wyoming 82901 — 362-6613

Worland District Office
1700 Robertson Avenue
Worland, Wyoming 82401 — 347-3213

WYOMING


YELLOWSTONE NATIONAL PARK
MONTANA
SHERIDAN
CROOK
BIG HORN
PARK
CAMPBELL
Worland
WASHAKIE
JOHNSON
WESTON
HOT SPRINGS
TETON
NIOBRARA
CONVERSE
NATRONA
FREMONT
PUBLEO
Pinedale
Lander
Casper
PLATTE
GOSHEN
Rawlins
CARBON
ALBANY
SWEETWATER
Rock Springs
UINTA
LARAMIE
Cheyenne

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

651

Serial Number 27-109

Wyoming 5191 ✓

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease
May 1, 1967

New Serial Number

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

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

UNDIVIDED 25% INTEREST EACH TO:
Corporation, 633 Third Avenue, New York, New York 10017
net Oil and Mineral Corporation, 702 Colorado Building, Boulder, Colorado 80302
ate of William G. Helis, a partnership, 912 Whitney Building, New Orleans, Louisiana ✓
UNDIVIDED 12.50% INTEREST TO:
as Gas Exploration Corporation, a Louisiana Corporation, P. O. Box 52310, Houston, Texas 77052

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Township 27 North, Range 109 West, 6th P.M.
Section 7: Lots 1, 2, 3, 4, E½W½, E½ (All)
Section 8: All
Section 17: All
Section 18: Lots 1, 2, 3, 4, E½W½, E½ (All)

Containing 2456.56 acres m/l
Sublette County

COMMITTED TO ..... UNIT
14-08-0001-
APPROVED .....

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? 87½% 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)* 3½%

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

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

Executed this 22 day of June, 19 69.

Esther Chorney
(Assignor's Signature)

ESTHER CHORNEY
P. O. BOX 391
CASPER, WYOMING 82601
S. S. # 021-18-5917
(Assignor's Address)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below: LAND DESCRIPTION AS ITEM 1

163443

RECORDED January 4 19 70 9:00 A.M.
IN BOOK 57 C+9 PAGE 651
FEES 5.25 Jack Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by P. Cheney

Assignment approved effective NOV 1 1969

Date approved OCT 23 1969

By A/L Glenn E. Lane
(Authorized Officer)

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

ACTING ASSISTANT MANAGER, OIL & GAS
(Title)

NOTE. This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

[redacted] [redacted] ASSIGNOR'S COPY [redacted]
RETURNED ON A

[redacted] [redacted] [redacted]

REQUEST FOR APPROVAL OF ASSIGNMENT

Assignee hereby requests approval of assignment

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

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

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

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

3. Is the filing fee of $10 attached? ☐ Yes ☐ No

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

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

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

This form is submitted in lieu of official Form 3120–13 and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3120–13

Executed this day of 19

The assignor hereby warrants and agrees to defend title to the leasehold interest conveyed herein, against, but only against, the lawful claims of persons claiming by, through, or under the assignor.

(Address)

INSTRUCTIONS

1. *Use of form.* This form is to be used only for assignment of record title interests in oil and gas leases. It is *not* to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) *original* executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments *must* be filed within ninety (90) days from date of final execution and *each must* be accompanied by a filing fee of $10. Any assignment not accompanied by the required fee will not be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer *must* be filed for *each* assignment.

2. *Qualifications of assignee.* Assignee *must* indicate whether or not he is over the age of 21 *and* a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment *must* be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it *must* submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there *must* be full compliance with the regulations 43 CFR 3123.2.

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

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

5. *Effect of assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1–6 relate to assignments of such leases or interests therein.

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

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

STATE OF Wyoming
COUNTY OF Natrona
} ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 23 day of June, 19[redacted], personally appeared Luther Chorney

and

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

SHARON M. BRANDT — Notary Public
County of
Natrona
My Commission
State of
Wyoming
Expires Aug. 12, 1972

Sharon M. Brandt
Notary Public

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

Serial Number 27-109
Wyoming 5191
TO BE FILLED IN BY LAND OFFICE
Effective Date of Base Lease 5-1-67
New Serial Number

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

(name) Raymond Chorney
(address) P. O. Box 144
Casper, Wyoming 82601

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

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Township 27 North, Range 109 West, 6th P.M.
Section 7: All
Section 8: All
Section 17: All
Section 18: All

Containing 2456.56 Acres, more or less
Sublette County, Wyoming

Casper Unit
"COMMITTED TO UNIT
NO. 14-08-001-11630
APPROVED 8-12-69"

2. What interest was held by the assignor in above-described lands prior to this assignment? 6¼%

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

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

none

b. What overriding royalties or production payments, if any, were previously reserved? *(percentage only)* 3⅛%

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

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

Executed this 10th day of November, 19 69

Esther Chorney
(Assignor's Signature)
Esther Chorney

P. O. Box 391
(Assignor's Address)
Casper, Wyoming 82601

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below: AS TO LAND DESCRIPTION AS ITEM 1

RECORDED November 4 1977 7:30 A.M.
IN BOOK 57 Oil PAGE 653
FEES 4.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Peg Cheney

183449

Assignment approved effective DEC 1 - 1969

Date approved DEC 12 1969

By [redacted]
(Authorized Officer)

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

ACTING ASSISTANT DISTRICT ENGINEER, OIL & GAS
(Title)

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.

[redacted] [redacted] FOR CHIEF, [redacted]

[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 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 13 day of November, 19 69

Raymond Chorney
(Assignee's Signature)
RAYMOND CHORNEY
P. O. BOX 144
(Address)
CASPER, WYOMING 82601

INSTRUCTIONS

1. *Use of form.* This form is to be used only for assignment of record title interests in oil and gas leases. It is *not* to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) *original* executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments *must* be filed within ninety (90) days from date of final execution and *each must* be accompanied by a filing fee of $10. Any assignment not accompanied by the required fee will *not* be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer *must* be filed for *each* assignment.

2. *Qualifications of assignee.* Assignee *must* indicate whether or not he is over the age of 21 *and* a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment *must* be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it *must* submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there *must* be full compliance with the regulations 43 CFR 3123.2.

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

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

5. *Effect of assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1–6 relate to assignments of such leases or interests therein.

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

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

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 10th day of November, 19 69, personally appeared Esther Chorney

and

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

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

RITA EVANS Notary Pub.
County of Natrona State of Wyoming
My Commission Expires Aug 24, 19[illegible]

Rita Evans
Notary Public...

My Commission Expires ...

This assignment is expressly made subject to that certain Unit Agreement dated May 27, 1969, effective August 12, 1969 for the development and operation of the Prairie Hen Unit Area, Federal No. 14-08-0001-11630, and that certain Unit Operating Agreement dated May 27, 1969, effective August 12, 1969, Prairie Hen Unit Area.

Subject to any rights of reassignment previously reserved.

Form 3106–5
Facsimile Reproduction
Prairie Publishing Co.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No.
~~WYOMING 5191~~

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

DAVIS OIL COMPANY
1230 Denver Club Building
Denver, Colorado 80202

263450

RECORDED November 4, 1974 9:55 A.M.
IN BOOK 54 Oil & Gas PAGE 636
FEES 6.00 Lola J. Lake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Peg Chorney

The undersigned, as owner of 20% percent of record title of the above-designated oil and gas lease issued effective *(date)* 5-1-67, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 27 North, Range 109 West 6 P.M.
Section 7: Lots 1,2,3,4, E½W½, E½, (All)
Section 8: All
Section 17: All
Section 18: Lots 1,2,3,4, E½W½, E½ (All)

Containing 2456.56 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.)*

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

3½%

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

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

Executed this 30th day of April, 19 75.

(Assignor's Signature)

RAYMOND CHORNEY

RAYMOND CHORNEY
401 LINCOLN TOWER BLDG.
1860 LINCOLN STREET
DENVER, COLORADO 80203
S. S. # 003-10-1348
(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 JUN 1 1975 By _____
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

MAY 28 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.

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this day of , 19

Assignment For Approval

GENERAL INSTRUCTIONS

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

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

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

PART II

A. Certification of Assignee

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

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

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

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

STATE OF COLORADO)
CITY &
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Raymond Chorney
this 30th day of April, 1975.

Witness my hand and official seal.

My commission expires: 10-24-77

Notary Public

My Commission Expires .....

Notary Public

[redacted] [redacted] [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

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

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

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

Original Request For Approval
Filed in U-5045

(Assignee's Signature)

REASSIGNMENT CLAUSE

In the event that Assignee shall desire to surrender said oil and gas lease, Assignee shall notify Assignor in writing thereof, at least thirty (30) days in advance of the next rental paying date under said lease. If Assignor desires to reacquire such lease as to the lands surrendered, Assignor shall notify Assignee within fifteen (15) days after receipt of such notice, and thereupon Assignee shall reassign such interest to Assignor; provided, however, that if Assignor does not within fifteen (15) days after receipt of such notice from Assignee elect to reacquire said lease to such lands, Assignee shall then have the right to surrender such interests. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances or outstanding interests other than those existing on the date hereof. Assignee's liability shall be limited to the amount paid as cash consideration for this lease.

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

PART II

A. 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 furnished.

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

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

STATE OF COLORADO)
CITY &
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Raymond Chorney
this 30th day of April, 1975.

Witness my hand and official seal.

My commission expires: 10-24-77

Notary Public

My Commission Expires

Notary Public

Form 3106-5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No.
W-5191

LAND OFFICE USE ONLY
Date Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

Raymond Clooney, P. O. Box 144, Casper, Wyoming 82601 — Und. 20% of 1/6th

FMC Corporation, 633 Third Avenue, New York, New York 10017 — Und. 40% of 1/6th

Estate of William G. Helis, a Partnership, 912 Whitney Building, New Orleans, Louisiana 70130 — Und. 40% of 1/6th

The undersigned, as owner of 16.66 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 27 North, Range 109 West, 6th P. M.
Section 7: All
Section 8: All
Section 17: All
Section 18: All

Containing 2,456.56 acres, m/l, Sublette County, Wyoming

CERTIFIED
to be a true and complete copy
of the official records on file
NOV 6 - 1974
CASPER LAND OFFICE
BUREAU OF LAND MANAGEMENT

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

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

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

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 3 1/2 %

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 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 19th day of June, 19 72

ATTEST:

TEXAS GAS EXPLORATION CORPORATION

BY: James W. Okeefe
(Assignor's Signature)
Asst. Secretary

BY: W. D. Dunlap
President
(Assignor's Address)

P. O. Box 52310, Houston, Texas 77052
(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

BLANKET REQUEST FOR
APPROVED EFFECTIVE NOV 1 1972

RECORDED November 4 1977 9:00 A.M.
IN BOOK 54 Misc PAGE 655
FEE $5.00 Jake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Peg Carney

Assignment approved effective NOV 1 1972

By E. Cooper L. Yeldell
(Authorized Officer)

Acting (Title) (Date)

183451

NOTE: If [redacted] to be [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 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 SEP 12 1972, 19

CERTIFIED
to be a true and comparative copy
of the official records on file
NOV 6 - 1974
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

(Assignee's Signature)
RAYMOND CHORNEY
P. O. BOX 1[illegible]
(Address)
CASPER, WYOMING 8260[illegible]

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 a segment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock with 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 evidance 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 [illegible]ten (10) days after filing assignment.

561

Form 3120-13
(August 1964)
(formerly 4-1175)
PRINTED PUBLISHING CO., CASPER

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

Serial Number

WYOMING 5191 ✓

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease
May 1, 1967

New Serial Number

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

(name)

(address)

Raymond Chorney
P. O. Box 144
Casper, Wyoming 82601

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

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Sublette County
Township 27 North, Range 109 West, 6th P.M.

Section 7: All
Section 8: All
Section 17: All
Section 18: All

Containing 2456.56 acres, m/1

"COMMITTED TO .....UNIT
NO. 14-08-0001-
APPROVED .....
"

2. What interest was held by the assignor in above-described lands prior to this assignment? 12½%

3. What percentage of the assignor's interest is being conveyed to assignee? undivided 50% percent

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

None

b. What overriding royalties or production payments, if any, were previously reserved? *(percentage only)*

3½%

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

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

Executed this 14 day of July , 19 69 .

Esther Chorney
(Assignor's Signature)

~~Box 391, Casper, Wyoming 82601~~
(Assignor's Address)

Esther Chorney

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 ABOVE

163452

RECORDED November 4 1969 9:00 A.M
IN BOOK 54 OR PAGE 641
FEES 4.50 Lora J. Yoder COUNTY CLERK
SUBLETTE COUNTY CLERK
Lora J. Yoder County

Assignment approved effective NOV 1 1969

Date approved OCT 23 1969

By [redacted]
(Authorized Officer)

ACTING ASSISTANT MANAGER, OIL & GAS

(Title)

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

*NOTE: This form may be reproduced provided that the reproduction conforms in all respects with the provisions of 43 CFR 3[illegible]

*Only reproductions on one sheet of both sides of this official

[redacted]

[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 official **Form 3120–13** and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3120–13

Executed this 15 day of July , 19 69

(Assignee's Signature)

with acknowledgment added

(Address)

INSTRUCTIONS

1. *Use of form.* This form is to be used only for assignment of record title interests in oil and gas leases. It is *not* to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) *original* executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments *must* be filed within ninety (90) days from date of final execution and *each must* be accompanied by a filing fee of $10. Any assignment not accompanied by the required fee will *not* be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer *must* be filed for *each* assignment.

2. *Qualifications of assignee.* Assignee *must* indicate whether or not he is over the age of 21 *and* a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment *must* be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it *must* submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there *must* be full compliance with the regulations 43 CFR 3123.2.

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

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

5. *Effect of assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1–6 relate to assignments of such leases or interests therein.

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

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

STATE OF Wyoming }
COUNTY OF Natrona } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 14 day of July , 19 69 , personally appeared Esther Chorney

and

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

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

My Commission Expires .....

Notary Public...

Form 3120-13
(August 1964)
(formerly 4-1175)
FRANKLIN PUBLISHING CO., CASPER

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

Serial Number

WYOMING 5121

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease
May 1, 1967

New Serial Number

Raymond Chorney, P. O. Box 144, Casper, Wyoming 82601 — Und.1/6 of 25%
Texas Gas Exploration Corporation, a Louisiana Corporation, P. O. Box 52310, Houston, Texas 77052 — Und. 1/6 of 25%
FMC Corporation, 633 Third Avenue, New York, New York 10017 — Und. 1/3 of 25%
Estate of William G. Helis, a Partnership, 912 Whitney Building, New Orleans, Louisiana 70130 — Und.1/3 of 25%

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Township 27 North, Range 109 West, 6th P.M.
Section 7: Lots 1,2,3,4,E½W½,E½ (All)
Section 8: All
Section 17: All
Section 18: Lots 1,2,3,4,E½W½,E½ (All)

Containing 2456.56 acres, m/l
Sublette County, Wyoming

"COMMITTED TO
NO. 14-08-0001-
APPROVED

2. What interest was held by the assignor in above-described lands prior to this assignment? 25%

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

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

None

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

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

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

Executed this 3 day of April, 19 70.
PLANET OIL & MINERAL CORPORATION

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

702 Colorado Building
(Assignor's Address)

Boulder, Colorado 80302

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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:

163553

RECORDED December 4 1970 7:52 AM
IN BOOK 54 C.U.4 PAGE 463
FEES 5.00 Vera J. Jakeman COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Peggy Cannon Deputy

Assignment approved effective JUL 1 1970

Date approved JUL 1 1970

By [illegible]
(Authorized Officer)

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

OIL & GAS
(Title)

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

[redacted] [redacted] [redacted]

REQUEST FOR APPROVAL OF ASSIGNMENT

Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age *and* a citizen of the United States? [ ] Yes [ ] No

b. Is the assignee a corporation or other legal entity? [ ] Yes [ ] No *(If "yes," specify kind)*

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

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

3. Is the filing fee of $10 attached? [ ] Yes [ ] No

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

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

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

This form is submitted in lieu of official Form 3120–13 and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3120–13

Executed this day of , 19

with acknowledgment added

(Assignee's Signature)

(Address)

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

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

STATE OF COLORADO)
) ss
COUNTY OF BOULDER)

On this 9th day of April 1970, before me appeared ROBERT O. MITCHELL, to me personally known, being by me duly sworn, did say that he is the Vice President of PLANET OIL AND MINERAL CORPORATION and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said ROBERT O. MITCHELL acknowledged said instrument to be the free act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, the day and year last above written.

My commission expires:

April 28, 1973

Notary Public E. R. Manthey

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned do hereby release, relinquish and surrender to the lessors, their heirs, assigns and legal representatives, Oil and Gas Lease, to-wit:

D-6543 Oil and Gas Lease dated July 31, 1972, from Gordon Michelson, et ux, as Lessor, to Depco, Inc., as Lessee, recorded in Book 48, Page 467 of the records of Sublette County, Wyoming:

Township 31 North, Range 113 West.
Sec. 17: S/2SE/4
Sec. 19: SE/4
Sec. 20: NW/4, NW/4SW/4, W/2NE/4, NE/4NE/4
Sec. 21: NW/4NW/4, E/2NW/4, W/2NE/4

WITNESS the following signatures of the present owners on this 28th day of September, 1977.

DAVIS OIL COMPANY, a Partnership

By _____
Paul Messinger, Attorney in Fact

ATTEST: C
1965
CORPORATE
SEAL
DELAWARE

DEPCO, INC.

_____
Michael D. Shepard, Secretary

By _____
A. P. Tiddens, President

SOUTHLAND ROYALTY COMPANY

By _____
W. C. STONE
ATTORNEY-IN-FACT

RECORDED: September 28 1977 9:55 A.M.
IN BOOK 54 Misc PAGE 665
FEE $ [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
by Reg Cassity

163553

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 28th day of September, 1977 by PAUL MESSINGER, Attorney in Fact for DAVIS OIL COMPANY.

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

_____
Notary Public

My commission expires July 7, 1979

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 27th day of October, 1977 by A. P. Tiddens as President for DEPCO, INC.

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

_____
Notary Public

My commission expires March 1, 1981

[redacted] [redacted] [redacted]

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of November 1977, by S. L. Stone as attorney-in-fact for SOUTHLAND ROYALTY COMPANY

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

Patricia Stanick
Notary Public

My commission expires June 30, 1980

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

FOR VALUE RECEIVED, the undersigned, Chorney Oil Company 401 Lincoln Tower Building, 1860 Lincoln Street, Denver, Colorado 80295, does hereby assign, transfer, convey, and set over to Robert W. Scott, 11386 West 26th Place, Lakewood, Colorado 80215, an overriding royalty consisting of One-quarter of one 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-17202-A dated the 1st day of February, 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 31 North, Range 113 West, 6th P.M.

Section 8: All
Section 17: N½, N½S½, SE¼SW¼
Section 21: W½SW¼, SE¼SW¼
Containing 1280.00 acres, m/l

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 5th day of May, 19 75.

ATTEST:

CHORNEY OIL COMPANY

By: Assistant Secretary

By: Vice President

163551

RECORDED May 20, 1975 7:00 A.M.
IN BOOK 54 OF [illegible] PAGE 667
FEES $3.00 [illegible]

STATE OF Colorado)
)
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by Vice President of Chorney Oil Company this 5th day of May, 19 75.

Witness my hand and official seal.

My commission expires:
Oct 27 77

Notary Public

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEM BY THESE PRESENTS, that the undersigned, GEORGE P. HOUGH, and ADA MAE HOUGH, his wife, Assignors, for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency whereof by Assignors are hereby acknowledged, do hereby sell, assign, transfer and set over unto GEORGE P. HOUGH, JR., Assignee, as Custodian of Jessica Hough under the Uniform Gift to Minors Act, all of Assignors' overriding royalty interest in oil and gas leases covering the following described land, situated in the County of Sublette, Wyoming, to-wit:

> In and to the oil produced from the Birch Creek Unit Area and allocated under Section 12 of the Birch Creek Unit Agreement to the following described lands situated in the Sublette County, State of Wyoming, to-wit:
>
> That certain oil, gas and mineral lease dated July 1, 1947, as extended, executed by the United States Department of the Interior to John Edward Lyon, bearing Evanston Serial BLM 022644 and Evanston Serial BLM 022644-A, and assigned by the said John Edward Lyon to Mountain Fuel Supply Company by instrument dated July 18, 1956, who in turn gave a partial assignment to the California Company which was approved effective September 1, 1956; insofar and only insofar as said lease covers the following described property situated in Sublette County, Wyoming, to-wit: T-27-N, R-113-W, 6th P.M.: Sec. 13: All; Sec. 14: All; Sec. 23 All; Section 24: All.

IN WITNESS WHEREOF, this Assignment is executed this 2nd day of Nov., 1977.

George P Hough
GEORGE P. HOUGH

Ada Mae Hough
ADA MAE HOUGH

STATE OF ILLINOIS)
)
COUNTY OF COOK)

This day appeared before me Emma L Mengel, a Notary Public for said State and County, GEORGE P. HOUGH and ADA MAE HOUGH, personally known to me and acknowledged that they executed the foregoing Assignment as their free and voluntary act.

Witness my hand and notarial seal this 2nd day of November, 1977.

Emma L Mengel
Notary Public

263573

668

669

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-53358

DISTRICT LAND OFFICE Cheyenne, Wyoming 82001

KNOW ALL MEN BY THESE PRESENTS, That Roger D. Dahlin
P. O. Box 1889 - Cheyenne, Wyoming 82001

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

NAME	ADDRESS	PER CENT
C. L. Scribner	817 Old Trail Road Cheyenne, Wyoming 82001	5% of 8/8ths

163571

RECORDED November 17, 1976 9:20 A.M.
IN BOOK 53 Oil & Gas PAGE 669
FILED 3:00 P.M. Jack Hake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Peg Cheney

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

Township 27 North, Range 103 West, 6th P.M.
Section 25: All

Containing 640.00 acres, more or less

Containing 640.00 acres, more or less.

WITNESS our hands this 4th day of August, 1976

Witnesses:

Roger D. Dahlin

STATE OF Wyoming
COUNTY OF Laramie } ss.

On the 4th day of August, 1976, before me personally appeared Roger D. Dahlin the signor of the above instrument, who duly acknowledged to me that he executed the same.

Patricia C. Hoefele - Notary Public
Laramie County, Wyoming
My commission expires July 15, 1979

My commission expires: July 15, 1979

Notary Public

Residing in Cheyenne, Wyoming 82001

UNICOVER GRAPHICS

[redacted] [redacted] [redacted]

LEASE NO. 611565

RELEASE OF LEASE

Amoco Production Company, a Delaware Corporation of Tulsa, Oklahoma, with an office in Denver, Colorado

does 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 August 19 51, made and entered into between

United States of America Lessor

and Vonelda Alice Erickson Lessee

said lease being recorded in Book 27, on Page 438, 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 28 North, Range 112 West
Section 25: Lots 3, 4, 6, 7, W/2 E/2, E/2 SW/4

Township 28 North, Range 111 West
Section 31: Lots 1, 2, 3, 4, E/2 S/2, W/2 SE/4

63593

RECORDED December 14 19 77 11:30 AM
IN BOOK 54 of Y PAGE 670
FEES $ 3.00 Sandy Lake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Peggy Carney

APPROVED
DW

Executed this 7th day of November, 19 77

Amoco Production Company

By _____
Its Attorney In Fact

CORPORATION ACKNOWLEDGMENT, ATTORNEY IN FACT

STATE OF Colorado
COUNTY OF Denver

On this 7th day of November, 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 7th day of November, 19 77

My commission expires My Comm. Exp. Oct. 28, 1979

Notary Public

WHEN RECORDED RETURN TO: Amoco Production Company Security Life Bldg., Denver, Colorado 80202

FORM 736 2-71

tg; 11-2-77; Oct. 77 Exp.

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: Jean Oakason
Street: 654 South 9th East
City, State, Zip Code: Salt Lake City, Utah 84102

W 57819
(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 30 N, R 114 W, 6th Prin Mer
Sec 30: Lots 1, 2, E½NW¼
Sec 31: E½W½

U. S. Geological Survey reports lands [illegible] not within a known Geologic Structure on FEB 3 1977

Containing a total of **320.01** acres | Annual Rental . . . . . $**321.00**

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

Effective date of lease: MAR 1 1977

THE UNITED STATES OF AMERICA

By Thomas M. Lane
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

MAR 1977
(Date)

RECORDED March 22 19 77 9:00 A.M
IN BOOK 54 O+G PAGE 671
FEES $7.00 Doris J. Yates COUNTY CLERK
SUBLETTE [illegible] WYOMING

163639

[redacted] [redacted] [redacted]

LE[redacted] TERMS

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

Sec. 2. The lessee agrees:

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

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

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

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

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

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(i) For each lease year a rental of 50 cents per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.

(ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

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

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

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

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

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

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

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

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

(h) *Well records.*—[redacted] 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, [redacted] er all debris, and so far as reasonably possible, re[redacted]ace 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.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

Management Agency and No.

BUREAU OF LAND MANAGEMENT
P. O. BOX [illegible]
ROCK SPRINGS, WY 82901

Area Oil and Gas Supervisor or
District Engineer, Geological Survey (Include zip code)

GEOLOGICAL SURVEY
P. O. BOX [illegible]
CASPER, WY 82601

Address (Include zip code)

1. Notwithstanding any provision of this lease to the contrary, any drilling, construction, or other operation on the leased lands that will disturb the surface thereof or otherwise affect the environment, hereinafter called "surface disturbing operation," conducted by lessee shall be subject, as set forth in this stipulation, to prior approval of such operation by the Area Oil and Gas Supervisor in consultation with appropriate surface management agency and to such reasonable conditions, not inconsistent with the purposes for which this lease is issued, as the Supervisor may require to protect the surface of the leased lands and the environment.

2. Prior to entry upon the land or the disturbance of the surface thereof for drilling or other purposes, lessee shall submit for approval two (2) copies of a map and explanation of the nature of the anticipated activity and surface disturbance to the District Engineer or Area Oil and Gas Supervisor, as appropriate, and will also furnish the appropriate surface management agency named above, with a copy of such map and explanation.

An environmental analysis will be made by the Geological Survey in consultation with the appropriate surface management agency for the purpose of assuring proper protection of the surface, the natural resources, the environment, existing improvements, and for assuring timely reclamation of disturbed lands.

3. Upon completion of said environmental analysis, the District Engineer or Area Oil and Gas Supervisor, as appropriate, shall notify lessee of the conditions, if any, to which the proposed surface disturbing operations will be subject.

Said conditions may relate to any of the following:

(a) Location of drilling or other exploratory or developmental operations or the manner in which they are to be conducted;

(b) Types of vehicles that may be used and areas in which they may be used; and

(c) Manner or location in which improvements such as roads, buildings, pipelines, or other improvements are to be constructed.

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No occupancy or other surface disturbance will be allowed on slopes in excess of 35 percent, without written permission from the District Engineer, Geological Survey, with the concurrence of the District Manager, BLM.

In order to minimize watershed damage, exploration, drilling, and other development activity will be allowed only during the period from May 15 to March 31. This limitation does not apply to maintenance and operation of producing wells. Exceptions to this limitation in any year may be specifically authorized in writing by the District Engineer, Geological Survey with the concurrence of the District Manager, BLM.

Sublette County, Wy.

675

CONVEYANCE, ASSIGNMENT AND TRANSFER

This CONVEYANCE, ASSIGNMENT AND TRANSFER from OIL RESOURCES INCORPORATED, a Nevada corporation, having its principal offices at 210 Petroleum Building, Billings, Montana, (hereinafter called "ORI"),
to POLUMBUS PETROLEUM CORPORATION, a Colorado corporation, (hereinafter called "POLUMBUS"), whose address is
Three Park Central, Suite 200
1515 Arapahoe Street
Denver, Colorado 80202

163672

RECORDED November 21, 1977 2:00 P.M.
IN BOOK 52 C & G PAGE 675
FEES 15.00 Dale Yorke COUNTY CLERK
SUBLETTE COUNTY CLERK

W I T N E S S E T H :

ORI and W. R. Grace & Co. have heretofore entered into a certain Purchase Agreement dated September 8, 1976, with amendments, (hereinafter referred to as "the Agreement"); and pursuant thereto, ORI is executing and delivering this Conveyance, Assignment and Transfer (hereinafter called "Assignment"), conveying, assigning and transferring unto POLUMBUS properties and assets provided for by the Agreement, -

NOW, THEREFORE, for valuable consideration to it paid, the receipt and sufficiency whereof are hereby acknowledged, ORI does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver unto POLUMBUS all of ORI's right, title and interest whatsoever in and to the following:

(a) All oil and gas leases and the leasehold and working interests and estates and rights therein and thereunder, and all overriding royalty interests, net profits interests, payments out of production, mineral fee and royalty interests, and all other interests in oil, gas and other minerals, and all leasehold estates and interests created by leases or arising therefrom, and also all surface estates, insofar as the same cover or pertain to the lands which are described in Exhibit A attached hereto and made a part hereof, and all rights and benefits of every kind and nature therein and thereto and thereunder, subject however to the contracts, agreements, and other matters set forth in the comments with the specific description of said properties and interests in the Schedules attached to the Agreement; and

(b) All operating and unitization and pooling agreements, declarations, designations and other instruments, and the properties covered and the units created thereby (including all units formed under any orders, regulations, rules and other official acts of any federal, state or other governmental agency having jurisdiction) which are described in Exhibit A or which relate to any of the leases, lands, properties or interests described in Exhibit A, and all rights and benefits thereunder or derived therefrom; and

(c) All production from, or attributable or allocable to, the leases, lands, properties or interests described in Exhibit A (including, but not limited to, all petroleum and other minerals produced on or after the Effective Date as specified in the Agreement); and

(d) All of the existing and valid oil or gas sales, purchase, exchange and processing contracts and agreements, and all other contracts, agreements and instruments which relate to any of the leases, lands, properties or interests described in Exhibit A; and

(e) Without limiting the foregoing, all of ORI's right, title and interest (whether now owned or hereafter acquired by operation of law or by virtue of presently existing contracts, agreements or instruments, or otherwise) in and to the leases, lands, properties and interests described or referred to in Exhibit A and in, to or under, or derived from, all oil and gas

leases, overriding royalty interests, mineral interests, leasehold interests, surface leases and interests, and all other interests of whatsoever character insofar as the same cover or relate to said leases, lands, properties or interests, even though said oil and gas leases or properties or leasehold or mineral or other interests be incorrectly described in, or description thereof be omitted from, Exhibit A; and

(f) All personal property, fixtures, equipment and improvements, incident or related to the aforementioned properties or interests or lands or any thereof, or appurtenant thereto or located thereon or obtained or used or useful or held for future use in connection with the exploration or development or operation of any thereof or in connection with the production or handling or treating or storing or transportation of petroleum or minerals produced therefrom or attributable thereto, including (but not limited to) all wells, fixtures, casing, tubing, tanks, tank batteries, boilers, rods, machines, tools, dies, vessels, pipes, valves, fittings, loading racks, plant equipment, storage facilities, gathering systems, separators, salt-water disposal systems, knock-out units, and cathodic protection units and all chattels real, leaseholds, rights of way, passages, easements, servitudes, prescriptive rights, and other interest in land, structures, offices, and other buildings, machinery, telephone lines, power lines, pipelines, gathering lines, flow lines, water lines, gas lines, pipeline equipment, treating, processing, compressing, and dehydration equipment, shops, gates, conduits, meters, electric systems, engines, pumps, motors, instruments, electrically controlled equipment, and other appliances and apparatus and equipment and facilities and property of every nature and kind whatsoever; and

(g) All other property and leases and contracts and agreements and interests and rights, incident or related or appurtenant to any of the lands or leaseholds or properties or interests described or referred to in Exhibit A, and all privileges, licenses, license agreements, permits, franchises, immunities and easements and servitudes and rights-of-way, of every kind and nature (both surface and sub-surface) pertaining to or used or useful in connection with or incident to such properties or to any part thereof or in any way relating thereto, and any and all renewals and extensions of any of them.

Reference is hereby made to each of the leases described or referred to in Exhibit A and, if recorded, to the record thereof, for all purposes.

TO HAVE AND TO HOLD all and singular the properties, rights, titles, interests, estates, powers, privileges, hereditaments and appurtenances hereby granted, bargained, sold, conveyed, assigned, transferred, set over and delivered, or intended so to be, unto POLUMBUS, its successors and assigns, forever.

ORI hereby warrants and agrees to forever defend the title to all and singular said assets, properties, rights, interests, estates, powers, privileges, hereditaments and appurtenances hereby granted, bargained, sold, conveyed, assigned, transferred, set over and delivered unto POLUMBUS, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof. The representations and warranties and covenants made by ORI herein shall be as set forth in the Agreement, which Agreement as amended is hereby incorporated herein by this reference (which Agreement in its entirety is available at the above address of POLUMBUS). This Assignment is made with full substitution and subrogation of POLUMBUS in and to all covenants and warranties by others heretofore given or made in respect of said assets, properties and rights or any part thereof.

With respect to oil, gas and mineral leases which, or interests in which, are included in this Assignment, from the United States of America or from one or more states or agencies thereof, separate assignments on other forms have been or will be executed by ORI to POLUMBUS in sufficient counterparts to satisfy applicable statutory

and regulatory requirements; and said assignments, although unqualified in form or not specifically containing all of the terms and provisions hereof, shall nevertheless be deemed to contain all of the rights, titles, interests, estates, remedies, powers, privileges, representations, warranties, and terms and provisions set forth herein as fully to all intents and purposes as though the same were set forth at length in each such separate assignment.

ORI will, at any time and from time to time at the request of POLUMBUS, execute and deliver, or cause to be executed and delivered, to POLUMBUS all such other and additional instruments, notices, releases, acquittances, assignments, consents, and other documents or instruments, and will do all such other acts and things, as may be necessary or desirable more fully to grant, convey and assign to POLUMBUS or its successors and assigns all of the leases, properties, rights, titles, interests, estates, remedies, powers, privileges, incidents, benefits and entitlements herein and hereby granted, bargained, sold, conveyed, assigned, transferred, set over and delivered or intended so to be; or to vest and confirm in POLUMBUS, its successors or assigns, title to and possession thereof; or to assist POLUMBUS, its successors and assigns, in exercising its rights in respect thereto, or otherwise to carry out the intents and purposes of this instrument and of the said Agreement as amended.

All the covenants and agreements of ORI herein contained shall be deemed to be covenants running with the land. All of the provisions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of ORI and POLUMBUS.

This Assignment is being executed in several counterparts (one of which with Exhibit A in its entirety will be available for inspection at the above address of POLUMBUS), all of which are identical, except that, to facilitate recordation, there are omitted from certain counterparts those property descriptions in Exhibit A 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 such counterparts shall for all purposes be deemed to be an original and all of such counterparts shall together constitute but one and the same Assignment.

IN WITNESS WHEREOF, Oil Resources Incorporated has caused this Conveyance, Assignment and Transfer to be duly executed on the date of the acknowledgment annexed hereto, to be delivered on November 17, 1977.

OIL RESOURCES INCORPORATED
a corporation

By _____
President

ATTEST:

_____
Assistant Secretary

[redacted] [redacted] [redacted]

STATE OF MONTANA)
County of Yellowstone) ss:

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 this 12th day of November, 1977:

There appeared before me EARL M. CRANSTON, the President of OIL RESOURCES INCORPORATED, a Nevada corporation, such corporation being a party to the foregoing instrument:

(Alaska)

Personally appeared before me such person, to me known to be the president of said corporation, and acknowledged that the seal affixed to the within instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and he acknowledged said instrument to be the free act and deed of said corporation.

(Colorado)

The foregoing instrument was acknowledged before me this day by such person, the President of such corporation, on behalf of the corporation and he acknowledged to me that said corporation executed the same.

(Montana)

Before me personally appeared such person, known to me to be the designated officer of said corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

(North Dakota)

Before me personally appeared such officer, known to me to be the designated officer of said corporation described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

(Utah)

Personally appeared before me such person, who, being by me duly sworn, did say, that he is the designated officer of said corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and he acknowledged to me that said corporation executed the same.

(Wyoming)

Personally appeared before me such person, known to me to be the designated officer of said corporation, and upon being duly sworn and upon oath represented to me that he was the designated officer, that the seal affixed to the instrument is the corporate seal of such corporation, that the instrument was signed and sealed on behalf of such corporation by authority of the Board of Directors, and that he acknowledged and executed the instrument as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal in the City of Billings, County of Yellowstone, State of Montana, this 12th day of November, 1977.

(Notarial Seal)

Notary Public for the State of Montana
Residing at ~~Billings~~, Montana
My commission expires December 15, 1979

EXHIBIT A

INTRODUCTION TO EXHIBIT A

This Exhibit A contains the specific descriptions of the leases, lands and properties which are referred to in the foregoing Conveyance, Assignment and Transfer ("Assignment") from Oil Resources Incorporated ("ORI") to Polumbus Petroleum Corporation ("POLUMBUS").

The recitations or indications in Exhibit A that a property or properties are subject to certain royalties, overriding royalties, or other burdens or encumbrances ("burdens"), or as to whether a property is non-producing in whole or in part or as to the fact or extent of a tract's participation in production or as to any other limitations ("limitations"), shall not operate to subject any such property or interest to any such burden or limitation nor constitute recognition thereof except to the extent that such burden or limitation is correct and valid and presently subsisting and in full force and effect and is provided for in the Agreement with respect to such property or interest.

When attached to the counterparts of the Assignment which are to be recorded in the several States, this Exhibit A shall contain the description of only those lands (and leases and properties) located within the respective county in which the particular counterpart is to be recorded. One counterpart of the Assignment with all of said specific descriptions attached thereto as Exhibit A will be made available upon good cause shown at the office of POLUMBUS at its address shown in the Assignment.

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PART I

EXHIBIT A to the FARMOUT, AGREEMENT, AND [illegible] between [illegible] and PHILLIPS PETROLEUM COMPANY

Lease recorded Volume	Page	Lease, Well or Unit Name	Land Description	Acres Gross/Net	ORR Burden	L.O.R.	OSI Working Interest	Date & Primary Term of Lease
CREEK FIELD - Weston County, Wyoming								
6 Placer	183	Celestine Roberts et al Al Borgialli	Township 43 North, Range 64 West Section 3: Lot 2	33.51/39.56	3.5%	1/8	6.25%	7/23/58 HBP
			Section 3: S½NE¼, [illegible] Section 10: NE¼NE¼	2[illegible]/200	3.5%	1/8	6.25%	7/23/58 HBP
AS ISLAND UNIT - Sublette County, Wyoming USA W-011176			Township 29 North, Range 113 West Section 10: SW¼NE¼ Section 11: E½NW¼	120/120	6%	1/8	20% down to 3002'	12/1/64 10 yrs
			Township 29 North, Range 113 West Section 10: SE¼ Section 11: N½NW¼	240/240	6%	1/8	50% down to 3002'	12/1/64 10 yrs
[illegible] RANCH - Crook County, Wyoming								
Photos	199	John U. Schuricht Alice A. Schuricht	Township 52 North, Range 68 West Section 14: S½SW¼ Section 23: W½NW¼	360/80	5%	1/8	12.5%	4/15/55 HBP
Photos	196	Twiford Co.	As above	240/80	5%	1/8	12.5%	4/15/55 HBP

PART II

Lease recorded Book & Vol.	Page	Lease Name	Land Description	Acres Gross/Net	ORR Burden	L.O.R.	Working Interest	Date & Term of Lease
...CH BUTTES		USA W-42790	Township 16 North, Range 113 West Section 5: Lot 3 Section 15: Lots 1, 2, 3, 4 Section 22: Lots 1, 2, 3, 4 Section 32: E½, NW¼ Section 33: NW¼	667.68/ 667.68	½ of 1%	1/8	100.0%	2-1-74 10 yrs
...AND FLATS 573	524	Champlin Pet Co.	Township 18 North, Range 83 West Section 5: Lots 3, 4, E½SW¼, SE¼ Section 17: W½ Section 19: Lots 1, 2, 3, 4, E½W½, SE¼	1124.85/ 1124.85	-0-	15%	35% down to [illegible]	12-31-7 5 yrs
		USA W-9785	Township 19 North, Range 83 West Section 30: Lots 1, 2, 3, 4, E½W½, E½	641.60/ 641.60	2½%	1/8	50.0%	1-1-68 10 yrs
		USA W-15218	Township 20 North, Range 84 West Section 24: NW¼SE¼	40.0/ 40.0	2½%	1/8	66-2/3%	10-1-68 10 yrs
...LeBARGE ...lle		USA W-51347	Township 27 North, Range 111 West Section 5: W½ Section 6: S½NE¼, SE¼ Section 7: NE¼ Section 8: NW¼, N½SW¼	960.0/ 960.0	5.5%	1/8	-0-	8-1-75 10 yrs
...TLE FORD AGIE ...nt		USA W-42631	Township 32 North, Range 99 West Section 1: S½[illegible], N½[illegible], SE¼SW¼, W½SE¼ Section 12: NE¼NE¼, NE¼NW¼	320.0/ 320.0	½ of 1%	1/8	100.0%	2-1-74 10 yrs
			Section 11: S½	320.0/ 320.0	2.75%	1/8	100.0%	2-1-74 10 yrs
...TLE FORD AGIE ...nt		USA W-36075	Township 33 North, Range 99 West Section 24: S½SW¼, SW¼SE¼ Section 25: W½, W½E½, NE¼SE¼	640.0/ 640.0	2.5%	1/8	100.0%	5-1-73 10 yrs
114 117	609 397	Douglas P. Salisbury, Janice K. Salisbury	Township 33 North, Range 99 West Section 23: E½SE¼ Section 34: E½NE¼, NE¼SE¼, Ptn SE¼SE¼ Section 35: Ptn NW¼SW¼, Ptn W½NW¼ (See addendum for detailed description)	278.31/ 278.31	2.5%	1/8	100.0%	11-14-7 10 yrs
114 117	603 401	John Rossi	Township 33 North, Range 99 West Section 24: Ptn SE¼SE¼ Section 35: SW¼ except 3.14 acres, Ptn SW¼NW¼ Township 32 North, Range 99 West Section 3: Lot 4, S½NW¼ (See addendum for detailed description)	322.66/ 161.33	2.5%	1/8	100.0%	11-16-7 10 yrs

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TRANSFER OF OPERATING RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

That, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ENERGY RESERVES GROUP, INC., formerly CLINTON OIL COMPANY, hereinafter referred to as Assignor hereby does bargain, sell, transfer and convey unto CHANDLER & ASSOCIATES, INC., PETAN COMPANY, ZACH K. BRINKERHOFF, JR., M. H. BRINKERHOFF, BRINKERHOFF ENTERPRISES, LTD. (A Partnership) and RWB OIL CORPORATION, hereinafter collectively referred to as Assignees, all of its right, title and interest in and to the operating rights and working interest, in the proportions set out below to the following referenced lease, covering lands in Sublette County, State of Wyoming, to-wit:

Contract or Serial No.:	W-06008
Lessor:	U. S. A
Lessee:	Florence E. Gallivan
Effective Date:	June 1, 1951
Recorded:	

insofar as said lease covers the following described land in said County and State, to-wit:

Township 32 North, Range 114 West

Section 20: S/2 SW/4 (Tract "B")
Section 29: NW/4 (Tract "A")

Tract "A"

Zach K. Brinkerhoff, Jr.	63-1/3%
M. H. Brinkerhoff	15%
Brinkerhoff Enterprises, Ltd. (A Partnership)	6-2/3%
RWB Oil Corporation	15%

Tract "B"

Zach K. Brinkerhoff, Jr.	21.412%
M. H. Brinkerhoff	5.071%
Brinkerhoff Enterprises, Ltd. (A Partnership)	2.254%
RWB Oil Corporation	5.071%
Chandler & Associates, Inc.	52.678%
Petan Company	13.514%

insofar as, and only insofar as said lease covers all depths, zones and formations from the surface to the Base of the Mesa Verde formation, all other depths, zones

163673

RECORDED Dec. 21, 1977 10:00 A.M.
IN BOOK 54 O & G PAGE 683
FEES 14.25 Fred Clarke COUNTY CLERK
SUBLETTE COUNTY CLERK

and formations being hereby reserved and excepted unto Assignor, and the record title of said lease and lands as to all depths, zones and formations being hereby excepted and reserved to Assignor. (Said lease and land hereinabove last referred to sometimes being referred to as "lease acreage"), subject to the following terms, covenants and conditions, to-wit:

1. The interest hereby transferred in the lease acreage covered hereby is transferred by Assignor and accepted by Assignee subject to the overriding royalties, production payments, net profits obligations, carried working interests or other payments out of or with respect to production which are of record and with which said lease acreage is encumbered, and Assignee hereby assumes and agrees to pay, perform or carry, as the case may be, each of said overriding royalties, production payments, net profits obligations, carried working interests and other payments out of or with respect to production, to the extent that it is or remains a burden on the lease acreage.

2. In the event that Assignee should elect to surrender, let expire, abandon or release all or any of his rights in said lease acreage, or any part thereof, Assignee shall notify Assignor not less than sixty (60) days in advance of such surrender, expiration, abandonment or release, and, if requested so to do by Assignor, Assignee immediately shall re-transfer such rights in said lease acreage, or such part thereof, to Assignor.

3. This transfer is made subject to all the terms and express and implied covenants and conditions of said lease, to the extent of the rights hereby transferred, which terms, covenants and conditions Assignee hereby assumes and agrees to perform with respect to the lands covered hereby. Said terms, covenants and conditions, insofar as said lease acreage is concerned, shall be binding on Assignee, not only in favor of the Lessor, and its successors and assigns, but also in favor of Assignor and its successors and assigns.

4. This transfer is made by Assignor and accepted by Assignees without warranty of title, either expressed or implied.

5. All notices, reports and other communications required or permitted hereunder, or desired to be given with respect to the rights or interests herein transferred or reserved, shall be deemed or when sent by certified mail or telegraph, with all postage or charges fully prepaid, and addressed to the parties hereto as follows:

Assignor: ENERGY RESERVES GROUP, INC.
Suite 3200
First of Denver Plaza
633 Seventeenth Street
Denver, Colorado 80202

Assignees: ZACH K. BRINKERHOFF, JR.
601 Denver Club Building
Denver, Colorado 80202

M. H. BRINKERHOFF
601 Denver Club Building
Denver, Colorado 80202

BRINKERHOFF ENTERPRISES, LTD.
(A Partnership)
601 Denver Club Building
Denver, Colorado 80202

RWB OIL CORPORATION
601 Denver Club Building
Denver, Colorado 80202

CHANDLER & ASSOCIATES, INC.
1401 Denver Club Building
Denver, Colorado 80202

PETAN COMPANY
P. O. Box 390
Santa Barbara, California 93102

6. The terms, covenants and conditions hereof shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors or assigns; and such terms, covenants and conditions shall be covenants running with the land herein above described and the operating rights and lease acreage transferred and with each transfer of said operating rights in said land or lease acreage.

7. It is understood by the parties hereto that Assignor hereby reserves all of its right, title, and interest in and to those horizons below the base of the Mesa Verde formation as such interests were conveyed by that certain Assignment and Conveyance dated December 31, 1969 from Pan American Petroleum Company (now Amoco Production Company) into Clinton Oil Company (now Energy Reserves Group, Inc.).

8. This transfer shall be effective from and after February 1, 1977, at 7:00 a.m., notwithstanding the date of execution hereof.

TO HAVE AND TO HOLD, said lease acreage unto Assignee(s), its successors and assigns, subject to the terms, covenants and conditions hereinabove set forth.

IN WITNESS WHEREOF, this instrument is executed this 1st day of September, 1977.

ENERGY RESERVES GROUP, INC.

By _____
M. A. Church
Attorney-in-Fact

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 1st day of September, 1977, before me, a Notary Public, in and for said County and State, came the above named M. A. Church, who is personally known to be the identical person whose name is affixed to the above instrument as Attorney in Fact for the said ENERGY RESERVES GROUP, INC., and he acknowledged that he executed said instrument as his free and voluntary act and deed of the corporation 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 April 8, 1981

_____
Notary Public

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT LEASE W-06005

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 Case File C-0123463
4. Assignee is the sole party in interest in this assignment [illegible] *instrument must be furnished as prescribed in Note 4 to regulations*
5. Filing fee of $10 is attached *(see Item 2 of the penal instructions)*
6. Assignee's interests, direct and indirect, do not exceed 300,000 acres in oil and gas options (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 herein provided the assignment is approved by the Authorized Officer of the Bureau of Land Management

This form is submitted in lieu of official Form 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 9th day of November, 19 77.

ATTEST:

Hubert White, Secretary

CHANDLER & ASSOCIATES, INC.

By: Randall C. Thompson
(Assignee's Signature)

Randall C. Thompson, Vice President
1401 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 .....
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.

CORPORATE ACKNOWLEDGMENT (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 its free and voluntary act and deed and the free and voluntary act and deed of said corporation; that said corporation executed said instrument and that said instrument was executed, signed and sealed on behalf of said corporation by authority of its Board of Directors or by authority of its By-Laws.

My Commission Expires: .....

Notary Public
Residing at

[redacted] [redacted] [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT LEASE W-06008

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 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.

CASE FILE # W-06008

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 1 day of November , 19 77

PETAN COMPANY

BY: _____
(Assignee's Signature)

P. O. Box 390, Santa Barbara, Ca. 93102
(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 Utah } ss.
COUNTY OF Salt Lake }

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 7 day of Nov, 19 77 personally appeared C H Jackson Jr

and _____

_____, to 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 8/25/78

_____
Notary Public

STATE OF _____ } ss.
COUNTY OF _____ }

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:

OFFICIAL SEAL
[illegible] JENSEN
[illegible] CALIFORNIA
[illegible] COUNTY
MY COMMISSION EXPIRES AUG 25, 1978

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT LEASE W-06008

A ASSIGNEE CERTIFIES THAT

1 Assignee is over the age of majority

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 *(separate statement as to interest of other parties in the assignment must be furnished as prescribed in Specific Instructions)*

5 Filing fee of $10 is attached *(see Item 7 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 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

This form is submitted in lieu of official form and contains all of the necessary terms of the 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 25 day of October , 19 77 .

Zach K. Brinkerhoff, Jr.

(Assignee's Signature)

M. H. Brinkerhoff

601 Denver Club Building
Denver, Colorado 80202

(Address, including 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

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

CORPORATE ACKNOWLEDGMENT (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 and 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:

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT LEASE W-06008

A ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States

Case File W-56943

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

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

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 25 day of October , 19 77

BRINKERHOFF ENTERPRISES, LTD. (a Partnership)

By: _____
(Assignee's Signature)
Zach K. Brinkerhoff, Jr., General Partner

601 Denver Club Building
Denver, Colorado 80202
(Address, include zip code)

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 ☒ a Colorado Corporation Case File W-56943
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 25 day of October , 19 77

ATTEST:

W. C. Burns, Secretary

RWB OIL CORPORATION

By: _____
XXXXXXXXXXXXXXXX
M. H. Brinkerhoff, Vice President

601 Denver Club Building
Denver, Colorado 80202
(Address, include zip code)

TRANSFER OF OPERATING RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

That, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ENERGY RESERVES GROUP, INC., formerly CLINTON OIL COMPANY, hereinafter referred to as Assignor, hereby does bargain, sell, transfer and convey unto CHANDLER & ASSOCIATES, INC. (52.678%), PETAN COMPANY (13.514%), ZACH K. BRINKERHOFF, JR. (21.412%), M. H. BRINKERHOFF (5.071%), BRINKERHOFF ENTERPRISES, LTD. (A Partnership) (2.254%) and RWB OIL CORPORATION (5.071%), hereinafter collectively referred to as Assignees, all of its right, title and interest in and to the operating rights and working interest to the following referenced lease, covering lands in Sublette County, State of Wyoming, to-wit:

Lessor:	U. S. A.
Lessee:	Paul D. Fintus
Effective Date:	June 1, 1951
Recorded:	
Contract or Serial No.:	W-06009

insofar as said lease covers the following described land in said County and State, to-wit:

Township 32 North, Range 114 West

Section 17: W/2 SW/4, SE/4 SW/4, SW/4 NW/4
Section 18: E/2
Section 20: NW/4, N/2 SW/4

insofar as, and only insofar as said lease covers all depths, zones and formations from the surface to the Base of the Mesa Verde formation, all other depths, zones and formations being hereby reserved and excepted unto Assignor, and the record title of said lease and lands as to all depths, zones and formations being hereby excepted and reserved to Assignor. (Said lease and land hereinabove last referred to sometimes being referred to as "lease acreage"), subject to the following terms, covenants and conditions, to-wit:

163671

RECORDED 7:52 21 1977 2:00 P.M.
IN BOOK 53 Oil & Gas PAGE 691
FEES 14.25 Lee D. Clark COUNTY CLERK
SUBLETTE COUNTY CLERK

1. The interest hereby transferred in the lease acreage covered hereby is transferred by Assignor and accepted by Assignee subject to the overriding royalties, production payments, net profits obligations, carried working interests or other payments out of or with respect to production which are of record and with which said lease acreage is encumbered, and Assignee hereby assumes and agrees to pay, perform or carry, as the case may be, each of said overriding royalties, production payments, net profits obligations, carried working interests and other payments out of or with respect to production, to the extent that it is or remains a burden on the lease acreage.

2. In the event that Assignee should elect to surrender, let expire, abandon or release all or any of his rights in said lease acreage, or any part thereof, Assignee shall notify Assignor not less than sixty (60) days in advance of such surrender, expiration, abandonment or release, and if requested so to do by Assignor, Assignee immediately shall re-transfer such rights in said lease acreage, or such part thereof, to Assignor.

3. This transfer is made subject to all the terms and express and implied covenants and conditions of said lease, to the extent of the rights hereby transferred, which terms, covenants and conditions Assignee hereby assumes and agrees to perform with respect to the lands covered hereby. Said terms, covenants and conditions, insofar as said lease acreage is concerned, shall be binding on Assignee, not only in favor of the Lessor, and its successors and assigns, but also in favor of Assignor and its successors and assigns.

4. This transfer is made by Assignor and accepted by Assignees without warranty of title, either expressed or implied.

5. All notices, reports and other communications required or permitted hereunder, or desired to be given with respect to the rights or interests herein transferred or reserved, shall be deemed to have been properly given or delivered when delivered personally or when sent by certified mail or telegraph, with all postage or charges fully prepaid, and addressed to the parties hereto as follows:

Assignor:

ENERGY RESERVES GROUP, INC.
Suite 3200
First of Denver Plaza
633 Seventeenth Street
Denver, Colorado 80202

Assignees: CHANDLER & ASSOCIATES, INC.
1401 Denver Club Building
Denver, Colorado 80202

PETAN COMPANY
P. O. Box 390
Santa Barbara, California 93102

ZACH K. BRINKERHOFF, JR.
601 Denver Club Building
Denver, Colorado 80202

M. H. BRINKERHOFF
601 Denver Club Building
Denver, Colorado 80202

BRINKERHOFF ENTERPRISES, LTD.
(A Partnership)
601 Denver Club Building
Denver, Colorado 80202

RWB OIL CORPORATION
601 Denver Club Building
Denver, Colorado 80202

6. The terms, covenants and conditions hereof shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors or assigns; and such terms, covenants and conditions shall be covenants running with the land hereinabove described and the operating rights and lease acreage transferred and with each transfer of said operating rights in said land or lease acreage.

7. It is understood by the parties hereto that Assignor hereby reserves all of its right, title, and interest in and to those horizons below the base of the Mesa Verde formation as such interests were conveyed by that certain Assignment and Conveyance dated December 31, 1969 from Pan American Petroleum Company (now Amoco Production Company) into Clinton Oil Company (now Energy Reserves Group, Inc.)

8. This transfer shall be effective from and after February 1, 1977, at 7:00 a.m., notwithstanding the date of execution hereof.

TO HAVE AND TO HOLD, said lease acreage unto Assignee(s), its successors and assigns, subject to the terms, covenants and conditions hereinabove set forth.

IN WITNESS WHEREOF, this instrument is executed this 1st day of September, 1977.

ENERGY RESERVES GROUP, INC.

By _____
M. A. Church
Attorney-in-Fact

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 1st day of September, 1977, before me a Notary Public, in and for said County and State, came the above named M. A. Church, who is personally known to be the identical person whose name is affixed to the above instrument as Attorney in Fact for the said ENERGY RESERVES GROUP, INC., and he acknowledged that he executed said instrument as his free and voluntary act and deed of the corporation for the uses and purposes therein set forth.

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

My Commission Expires April 8, 1981

Notary Public

ASSIGNEE'S [illegible] LEASE W-06009

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 Case File C-0123463

4 Assignee is the sole party in interest in this assignment [illegible]

assignee at cost to be furnished as prescribed in Special Instructions

5 Filing fee of $10 is attached *(see Item 3 of General Instructions)*

6 Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil [illegible] options, or 30,000 chargeable acres in options and leases in the same state or 300,000 chargeable acres in leases and options in each leasing district in Alaska

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.

This form is submitted in lieu of official Form and contains all of the pertinent [illegible] of the [illegible] 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 9th day of November , 19 77.

ATTEST:

Hubert White, Secretary

CHANDLER & ASSOCIATES, INC.

By: Randall C. Thompson

(Assignee's Signature)

Randall C. Thompson, Vice President
1401 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 .....
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.

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

On ..... , 19 ..., before me personally came the above named .....

..... (who being by me duly sworn, did say that he is the ...

President of .....

a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; who is personally known to me to be the identical person and officer whose name is affixed to the above instrument as President of said corporation, and acknowledged the instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation; that said corporation executed said instrument and that said instrument was executed, signed and sealed on behalf of said corporation by authority of its Board of Directors or by authority of its By-Laws.

My Commission Expires .....

Notary Public
Residing at

[redacted] [redacted] [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT LEASE W-06009

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.

CASE FILE # W-06009
Partnership

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 1 day of November , 19 77

PETAN COMPANY

BY: _____
(Assignee's Signature)

P. O. Box 390, Santa Barbara, Ca. 93102
(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 Calif }
COUNTY OF Santa Barb } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 2 day of Nov, 19 77 personally appeared G. E. Jackson Jr.

and _____

_____, to 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 8/25/78

_____
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:

OFFICIAL SEAL

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT LEASE W-06009

A ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
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 *(see section as to interests of other parties in this assignment must be furnished as prescribed in Special Instructions)*
5. Filing fee of $10 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 25 day of October, 19 77.

Zach K. Brinkerhoff, Jr.

M. H. Brinkerhoff

(Assignee's Signature)

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 .....
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.

CORPORATE ACKNOWLEDGMENT (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

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT LEASE W-06009

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

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 25 day of October , 19 77

BRINKERHOFF ENTERPRISES, LTD. (a Partnership)

By: _____
(Assignee's Signature)
Zach K. Brinkerhoff, Jr., General Partner

601 Denver Club Building
Denver, Colorado 80202
(Address include zip code)

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 a Colorado
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.

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 25 day of October , 19 77

ATTEST: _____
E. C. Burns, Secretary

RWB OIL CORPORATION

By: _____
M. H. Brinkerhoff, Vice President

601 Denver Club Building
Denver, Colorado 80202
(Address, include zip code)

TRANSFER OF OPERATING RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

That, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ENERGY RESERVES GROUP, INC., formerly CLINTON OIL COMPANY, hereinafter referred to as Assignor, hereby does bargain, sell, transfer and convey unto CHANDLER & ASSOCIATES, INC. (52.678%), PETAN COMPANY (13.514%), ZACH K. BRINKERHOFF, JR. (21.412%), M. H. BRINKERHOFF (5.071%), BRINKERHOFF ENTERPRISES, LTD. (A Partnership) 2.254%) and RWB OIL CORPORATION (5.071%), hereinafter collectively referred to as Assignees, all of its right, title and interest in and to the operating rights and working interest to the following referenced lease, covering lands in Sublette County, State of Wyoming, to-wit:

Lessor:	U. S. A.
Lessee:	Luella Johnson
Effective Date:	June 1, 1951
Recorded:	Book 23; Page 391
Contract or Serial No.:	W-05900-C

insofar as said lease covers the following described land in said County and State, to-wit:

Township 32 North, Range 114 West

Section 19: SE/4 NE/4, NE/4 SE/4

insofar as, and only insofar as said lease covers all depths, zones and formations from the surface to the Base of the Mesa Verde formation, all other depths, zones and formations being hereby reserved and excepted unto Assignor, and the record title of said lease and lands as to all depths, zones and formations being hereby excepted and reserved to Assignor. (Said lease and land hereinabove last referred to sometimes being referred to as "lease acreage"), subject to the following terms, covenants and conditions, to-wit:

1. The interest hereby transferred in the lease acreage covered hereby is

163675

RECORDED Dec. 31 1977 9:00 A.M.
IN BOOK 54 O & G PAGE 699
FEES 14.25 Lee Clark COUNTY CLERK
SUBLETTE COUNTY CLERK

transferred by Assignor and accepted by Assignee subject to the overriding royalties, production payments, net profits obligations, carried working interests or other payments out of or with respect to production which are of record and with which said lease acreage is encumbered, and Assignee hereby assumes and agrees to pay, perform or carry, as the case may be, each of said overriding royalties, production payments, net profits obligations, carried working interests and other payments out of or with respect to production, to the extent that it is or remains a burden on the lease acreage.

2. In the event that Assignee should elect to surrender, let expire, abandon or release all or any of his rights in said lease acreage, or any part thereof, Assignee shall notify Assignor not less than sixty (60) days in advance of such surrender, expiration, abandonment or release, and, if requested so to do by Assignor, Assignee immediately shall re-transfer such rights in said lease acreage, or such part thereof, to Assignor.

3. This transfer is made subject to all the terms and express and implied covenants and conditions of said lease, to the extent of the rights hereby transferred, which terms, covenants and conditions Assignee hereby assumes and agrees to perform with respect to the lands covered hereby. Said terms, covenants and conditions, insofar as said lease acreage is concerned, shall be binding on Assignee, not only in favor of the Lessor, and its successors and assigns, but also in favor of Assignor and its successors and assigns.

4. This transfer is made by Assignor and accepted by Assignees without warranty of title, either expressed or implied.

5. All notices, reports and other communications required or permitted hereunder, or desired to be given with respect to the rights or interests herein transferred or reserved, shall be deemed to have been properly given or delivered when delivered personally or when sent by certified mail or telegraph, with all postage or charges fully prepaid, and addressed to the parties hereto as follows:

Assignor:

ENERGY RESERVES GROUP, INC.
Suite 3200
First of Denver Plaza
633 Seventeenth Street
Denver, Colorado 80202

Assignees:

CHANDLER & ASSOCIATES, INC.
1401 Denver Club Building
Denver, Colorado 80202

PETAN COMPANY
P. O. Box 390
Santa Barbara, California 93102

ZACH K. BRINKERHOFF, JR.
601 Denver Club Building
Denver, Colorado 80202

M. H. BRINKERHOFF
601 Denver Club Building
Denver, Colorado 80202

BRINKERHOFF ENTERPRISES, LTD.
(A Partnership)
601 Denver Club Building
Denver, Colorado 80202

RWB OIL CORPORATION
601 Denver Club Building
Denver, Colorado 80202

6. The terms, covenants and conditions hereof shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors or assigns; and such terms, covenants and conditions shall be covenants running with the land hereinabove described and the operating rights and lease acreage transferred and with each transfer of said operating rights in said land or lease acreage.

7. It is understood by the parties hereto that Assignor hereby reserves all of its right, title, and interest in and to those horizons below the base of the Mesa Verde formation as such interests were conveyed by that certain Assignment and Conveyance dated December 31, 1969 from Pan American Petroleum Company (now Amoco Production Company) into Clinton Oil Company (now Energy Reserves Group, Inc.)

8. This transfer shall be effective from and after February 1, 1977, at 7:00 a.m., notwithstanding the date of execution hereof.

TO HAVE AND TO HOLD, said lease acreage unto Assignee(s), its successors and assigns, subject to the terms, covenants and conditions hereinabove set forth.

IN WITNESS WHEREOF, this instrument is executed this 1st day of September, 1977.

ENERGY RESERVES GROUP, INC.

By _____
M. A. Church
Attorney-in-Fact

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 1st day of September, 1977, before me a Notary Public, in and for said County and State, came the above named M. A. Church, who is personally known to be the identical person whose name is affixed to the above instrument as Attorney in Fact for the said ENERGY RESERVES GROUP, INC., and he acknowledged that he executed said instrument as his free and voluntary act and deed of the corporation 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 April 3, 1981

Lynda Colleen Bummer
Notary Public

ASSIGNMENT OF [illegible] LEASE W-05900-C

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

Case File C-0123463

4 Assignee is the sole party in interest in this assignment *[or, if not, list all other parties to the assignment and indicate percentage interest of each]*

assignment must be executed as prescribed on Sparate Instructions

5 Filing fee of $10 is attached *[see Item 4 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 confirms all of the representations of the assignee as of the date of filing of the 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 9th day of November, 19 77.

ATTEST:

Hubert White, Secretary

CHANDLEE & ASSOCIATES, INC.

By: Randall C Thompson

(Assignee's Signature)

Randall C. Thompson, Vice President
1401 Denver Club Building
Denver, Colorado 80202

(Address must be supplied)

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

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

CORPORATE ACKNOWLEDGMENT 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 ... free and voluntary act and deed and the free and voluntary act and deed of said corporation; that said corporation executed said instrument and that said instrument was executed, signed and sealed on behalf of said corporation by authority of its Board of Directors or by authority of its By-Laws.

My Commission Expires: .....

Notary Public
Residing at:

[redacted] ASSIGNEE'S REQUEST F[redacted]AP[redacted]OVAL OF ASSIGNMENT LEASE W-05900-C

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.

CASE FILE # W-05900C
Partnership

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.

[redacted] 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 1 day of November , 19 77

PETAN COMPANY

BY: _____
(Assignee's Signature)

P. O. Box 390, Santa Barbara, Ca. 93102
(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 [redacted} ss.
COUNTY OF [redacted]

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 2 day of [redacted], 19 77, personally appeared [redacted]

and _____

_____, to 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 5/25/78

_____
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:

[redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT LEASE W-05900-C

A ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
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 (*see reverse, as to interests of other parties in this assignment, which must be furnished as prescribed in Special Instructions*)
5. Filing fee of $10 is attached (*see Item 3 of General Instructions*)
6. Assignee's interests, direct and indirect, do not exceed 246,080 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

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

(*Use this form if submitted in lieu of official form and reference any 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 25 day of October, 1977.

Zach H. Brinkerhoff, Jr.

(Assignee's Signature)

M. H. Brinkerhoff

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 .....
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.

CORPORATE ACKNOWLEDGMENT (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

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT LEASE W-05900-C

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

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 25 day of October , 19 77

BRINKERHOFF ENTERPRISES, LTD. (a Partnership)

By: _____
(Assignee's Signature)
Zach K. Brinkerhoff, Jr., General Partner

601 Denver Club Building
Denver, Colorado 80202
(Address, include zip code)

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 a Colorado
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.

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 25 day of October , 19 77

ATTEST: _____
W. C. Burns, Secretary

RWB OIL CORPORATION

By: _____
M. H. Brinkerhoff, Vice President

601 Denver Club Building
Denver, Colorado 80202
(Address, include zip code)

[redacted] ASSIGNMENT [redacted] File 49[redacted]29

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, MAURICE W. BROWN
300 South Greeley Highway, Cheyenne, Wyoming 82001, assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 77-0333,
and covering land situate in Sublette County, Counties, described as follows:

Township 32 North, Range 110 West, 6th P.M.

Section 16: All

and containing 640.00 acres more or less, for and in consideration of the sum of Twenty and 00/100---Dollars
($ 20.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto
Cities Service Company, P.O. Box 300
of Tulsa, Oklahoma 74102, assignee, all rights, title and interest of assignor in and to said lease
insofar as it covers the following described land:

SAME AS ABOVE

and containing 640.00 acres, more or less, reserving, however, unto assignor Four and one-half percent
(4½%) of 8/8ths overriding royalty; Subject to One-half of one percent
previously provided for.

TO HAVE AND TO HOLD unto the said Cities Service Company, 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 27th day of June, 1977.

WITNESS:

Assignor-Lessee

By

President

Attest:

(SEAL)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of }
County of } ss.

On this day of , A. D. 19 , before me personally appeared
to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

(SEAL)

Notary Public

My Commission expires:

ACKNOWLEDGEMENT (For use by Corporation)

State of }
County of } ss.

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

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

(SEAL)

Notary Public

My Commission expires:

Assignment approved by Board of Land Commissioners: Sept. 1, 1977 without binding the State for the payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: Oct. 4, 1977

(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 No. 3

STATE OF Wyoming)
COUNTY OF Laramie)

708

The foregoing instrument was acknowledged before me by

MAURICE H. BROWN

this 27th day of June, 19 77.

Witness my hand and official seal.

My commission expires:

[illegible] Notary Public
Laramie State of Wyoming
My Commission expires August 31, 1979

Notary Public

163693

RECORDED December 21, 19 77 10:32 AM
IN BOOK 64 Misc PAGE 707
FEES $ 4.50
SUBLETTE COUNTY, WYOMING
COUNTY CLERK
by Peg Carney

REASSIGNMENT RIDER

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least thirty (30) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should Assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee prior to the anniversary date of the lease. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof. Assignee's liability shall be limited to the amount paid as cash consideration for this lease.

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

[redacted] GNMENT File 49063 [redacted]

Kintzel Blue Print Co.
134 N. Center Street
Casper, Wyoming

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, James R. Beasley
P. O. Box 284, Casper, Wyoming 82602
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 77-327
and covering land situate in Sublette County, Counties, described as follows:

Township 27 North, Range 104 West, 6th P. M.
Section 18: Lot 4
Section 36: All

and containing 675.63 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 CITIES SERVICE COMPANY
of P. O. Box 300, Tulsa, Oklahoma 74102 assignee, all right, title and interest of assignor in and to said
lease insofar as it covers the following described land:

Township 27 North, Range 104 West, 6th P. M.
Section 18: Lot 4
Section 36: All

and containing 675.63 acres, more or less, reserving, however, unto assignor
an Overriding Royalty of Five Per Cent of 100% (5%)

TO HAVE AND TO HOLD unto the said CITIES SERVICE COMPANY, it's 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 14th day of June, 1977

WITNESS:

James R. Beasley Co.
Assignor-Lessee

By
President

Attest:

(SEAL)

Secretary

ACKNOWLEDGMENT (For use by Individual)

State of Wyoming }
County of Natrona } ss.

On this 14th day of June, A. D. 19 77, before me personally appeared
James R. Beasley to me known to be the person described in and who executed the
foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this 14th day of June, A. D. 19 77

(SEAL)

My Commission expires: [illegible]

Notary Public

[illegible]
NOTARY PUBLIC
NATRONA COUNTY, WYOMING
My Commission Expires Nov 2, 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
said that the seal affixed to said instrument is the corporate seal of 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)

My Commission expires:

Notary Public

Assignment approved by Board of Land Commissioners: Sept. 1, 1977 without binding the State for the payment of any overriding royalty

Assignment recorded in the Office of the Commissioner of Public Lands: Oct. 4, 1977

[illegible] for recording this form of assignment is $10.00. If other items are to be incorporated in the assignment a special form will be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for office record.)

Form Approved: 8-8-60

RETURN TO
CITIES SERVICE COMPANY
P. O. BOX 1919
TULSA, OKLAHOMA 74102

710

163634

RECORDED November 21, 1977 10:30 AM
IN BOOK 524 Misc. PAGE 709
FEES $1.50 Lucile J. Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Peg Cooney

In the event Assignee shall desire to surrender all or any part of the acreage covered hereby, said Assignee shall notify Assignor by Registered or Certified Mail 45 days prior to relinquishment, and said Assignor shall have 30 days within which to elect or reject reassignment of such acreage to be relinquished. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for this Assignment.

Date June 14, 1977

James R Bunker
Signed for Identification

Signed for Identification