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 16414
TO BE FILLED IN BY LAND OFFICE
Effective Date of Base Lease
JANUARY 1, 1969
New Serial Number

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

170462

Name
Street
City
State
Zip Code

GULF OIL CORPORATION,
600 OKLAHOMA MORTGAGE BUILDING,
OKLAHOMA CITY, OKLAHOMA 73102

RECORDED Dec 4 1978 8:00 AM
IN BOOK 57, Ox G PAGE 1
FEES $ 2.00 Lora J Yake COUNTY CLERK
SUBLETTE COUNTY CLERK

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

by D McClain

1 Describe the lands affected by this assignment (by legal subdivision, if surveyed)

TOWNSHIP 33 NORTH, RANGE 114 WEST, 6TH P.M. SUBLETTE COUNTY, WYOMING

SECTION 18: LOTS 1,2,3,4, $SE\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$
SECTION 19: LOTS 1,2, $E\frac{1}{2}NW\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$

CONTAINING 595.42 ACRES, MORE OR LESS.

PHOTOSTATIC REPRODUCTION	–
INDEXED	✓
[illegible]	✓

SEE ATTACHED REASSIGNMENT RIDER.

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)*

TWO PERCENT (2%) OF EIGHT-EIGHTHS (8/8THS) OVERRIDING ROYALTY.

b. What overriding royalties or production payments, if any, were previously reserved? *(percentage only)* NONE.

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

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

Executed this 29TH day of MAY, 1969

Carl W. Klaenhammer
(Assignor's Signature)

CARL W. KLAENHAMMER,
1335 SOUTH WOLCOTT STREET,
CASPER, WYOMING 82601

Geo. P. Wolter, Jr.
(Assignor's Address)

GEORGE P. WOLTER, JR.
P.O. BOX 777,
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:

Assignment approved effective JUL 1 1969

Date approved AUG 12 1969

By Lorraine A Karnes
(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.

1

REQUEST FOR [illegible] 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.

Executed this day of , 19

(Assignee's Signature)

(Address)

INSTRUCTIONS

1. *Use of form.* This form is to be used only for assignment of record title interests in oil and gas leases. It is not to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) *original* executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments must be filed within ninety (90) days from date of final execution and *each must* be accompanied by a filing fee of $10. Any assignment not accompanied by the required fee will not be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer *must* be filed for *each* assignment.

2. *Qualifications of assignee.* Assignee *must* indicate whether or not he is over the age of 21 *and* a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it *must* submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters, and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there *must* be full compliance with the regulations 43 CFR 3123.2.

3. *Statement of interests.* Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee *must* submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral, and a copy of the agreement, if written. All interested parties *must* furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, *must* be filed not later than fifteen (15) days after the filing of the assignment.

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

5. *Effect of assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1–6 relate to assignments of such leases or interests therein.

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

PINTZEL BLUE PRINT CO
134 N. CENTER
CASPER, WYOMING

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

State of WYOMING }
County of NATRONA } ss.

The foregoing instrument was acknowledged before me by CARL W. KLAENHAMMER AND GEORGE P. WOLTER, JR.

this 29TH day of MAY, 1969.

Witness my hand and official seal.

MARTHA G. COOK - Notary Public
County of Natrona State of Wyoming
My Commission expires Sept [illegible], 1972

Notary Public

My Commission Expires: [illegible]

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.

8-27508-00

PRODUCERS 88-C

OIL AND GAS LEASE

Casper Press

AGREEMENT, Made and entered into this 16th day of November, 19 78
by and between First Wyoming Bank, N.A., Kemmerer, Wyoming, and Hans Peter Christian Hallin, Co-executors of the estate of Grace Van Wagoner Hallin, deceased,

Party of the first part, hereinafter called lessor (whether one or more) and Rainbow Resources, Inc., 770 Lafayette Lane, Denver, Colo. / 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 Lincoln State of Wyoming, described as follows, to wit:
Township 27 North, Range 118 West, 6th P.M.
Section 4: Lot 3 (7.03 acres), SW¼NW¼, NW¼SW¼ (except the Hicks Sub-division more particularly described in Book 2 of Deeds, page 610 in Sublette County Records, containing 22 acres, m/l); South ½: E½W½; Section 10: W½W½, NE¼NW¼, E½SE¼; E½ of Sec. 16, Township 28 N., Range 118 West and containing 453.03 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 15th day of September, 19 79, 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 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of One Hundred Fifty-eight & 02/100- - - -

Co[redacted] any now or hereafter existing act, bill or [redacted] ding to be enacted by any Federal or State [redacted] authority, or with orders, judg[illegible] decrees, rules, regulations made or promulgated [redacted] Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

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

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

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

First Wyoming Bank, N.A., Kemmerer, (SEAL) Ethel Ruth Hazlett Halling (SEAL)
Wyoming, Co-Executor of the Estate (SEAL) Ethel Ruth Hazlett Halling, Co-Ex[illegible] (SEAL)
Grace Van Winkle Tucker, Dec'd. (SEAL) of the Estate of Grace Van Winkle (SEAL)
(SEAL) Lusher, Dec'd. (SEAL)
(SEAL)

STATE OF Wyoming
COUNTY OF Sublette } SS.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 10th day of September October, 19 78, personally appeared Ethel Ruth Hazlett Halling and , to 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 4/22/[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 13th day of November, 19 78, personally appeared Mae Jean Julian, Trust Officer First Wyoming and Bank, N.A.-Kemmerer, to 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 March 22, 1979

Notary Public

OIL AND GAS LEASE

Dated .....
Lot ..... Block ..... Addition .....
Section ..... Township ..... Range .....
County ..... Term .....
No. of acres .....

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

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

By .....
County Clerk—Register of Deeds.
Deputy.

When Recorded
Return to .....

FROM
TO

RECORDED 11 o'clock A. M. Sept. 4 1978
IN BOOK 327 Oil & Gas PAGE 4
FEES 2.00 Lincoln County, Idaho COUNTY CLERK
SUBLETTE COUNTY CLERK
By Bonnie E. Lewis

STATE OF Wyoming
COUNTY OF Lincoln } SS.

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this ..... day of September, 19 78, before me appeared Mae Jean Julian,
, to me personally known, who, being by me duly sworn, did say that he is
President of First Wyoming Bank, N.A., Kemmerer, Wyoming, 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

170403

RIGHT OF WAY AND EASEMENT GRANT

KATHLEEN A. BARDIN KING, a woman

Grantor, of Sublette County, State of Wyoming, does hereby convey and warrant to MOUNTAIN FUEL SUPPLY COMPANY, a Corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE AND NO/100----- DOLLARS ($ 1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement 15.0 feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "facilities") through and across the following described land and premises situated in the County of Sublette, State of Wyoming, to-wit:

Land of the Grantor located in Section 36, Township 30 North, Range 112 West of the 6th P.M.,

the center line of said right of way and easement shall extend through and across the above described land and premises as follows, to-wit:

A 15 foot strip along the westerly property line of Tract 5 of the said Milleg Heights Subdivision and extending northerly from the southerly property line a distance of 200 feet.

TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right of way to maintain, operate, repair, inspect, protect, remove and replace the same. During temporary periods Grantee may use such portion of the property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. The said Grantor shall have the right to use the said premises except for the purposes for which this right of way and easement is granted to the said Grantee, provided such use does not interfere with the facilities or any other rights granted to the Grantee hereunder.

The Grantor shall not build or construct nor permit to be built or constructed any building or other improvement over or across said right of way, nor change the contour thereof without written consent of Grantee. This right of way grant shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of the Grantee are without authority to make any representations, covenants or agreements not herein expressed.

WITNESS the execution hereof this 9 day of August, 19 78.

Kathleen A. Bardin King

Witness

170515

Witness

RECORDED Dec 6 1978 2:00 P.M.
IN BOOK 57 Misc PAGE 16
FEES $ 4.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF WYOMING)
: ss.
COUNTY OF Sublette)

SEAL J. MELIA NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

The foregoing instrument was acknowledged before me by

Kathleen A. Bardin King

this 9 day of August, 19 78.

Witness my hand and official seal.

Notary Public

My Commission Expires:

My Commission Expires July 1, 1982

[redacted] 270516 [redacted]

RECORDED Dec 19 '78 2:00 PM
BOOK 5Y 144 PAGE 07
[illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
By [illegible]

NOTICE OF SALE AND

RIGHT OF WAY AND EASEMENT GRANT

BE IT KNOWN BY THESE PRESENTS:

THAT FRANK ABRIANI and LELA I. ABRIANI, his wife, 1207 Cedar Avenue, Kemmerer, Wyoming, hereinafter referred to as "SELLER," has, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which Seller herewith acknowledges, and by these presents does grant, bargain, sell, convey and warrant, to MOUNTAIN FUEL SUPPLY COMPANY, a Utah corporation, 180 East First South, Salt Lake City, Utah, its successors and assigns, hereinafter referred to as "BUYER," all of that presently existing natural gas distribution system through which Seller has, to the present, distributed natural gas to the various units and facilities located upon the premises of that certain property known as the Milleg Heights Trailer Court, Big Piney, Wyoming.

Seller further and in conjunction with the above recited sale, herewith agrees to grant, bargain, sell, convey and warrant unto Buyer a right of way and easement to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities, said right of way and easement to be 12.0 feet in width described and lying along center lines. Said right of way and easement grant will be made using Right of Way and Easement Grant attached hereto as Exhibit "A" which by this reference is made a part hereof, the description thereof to conform to the gas distribution system as it is constructed.

The Seller agrees that after the date of this instrument, the Seller is to have no further part in supplying natural gas to the said trailer court, and that Buyer shall deal with each unit individually and not with said trailer court as a whole.

WITNESS the execution hereof this 13 day of Oct, 1978.

Frank A Abriani
Frank Abriani

Lela I. Abriani
Lela I. Abriani

STATE OF WYOMING)
: ss.
COUNTY OF Lincoln)

The foregoing instrument was acknowledged before me this 12 day of October, 1978, by Frank Adams, Jr. and Helen Adams of Kemmerer, Wy 83101.

Emily A. Zeller
Notary Public

My commission expires:
Dec. 2nd, 1979

RIGHT OF WAY AND EASEMENT GRANT
(CONDOMINIUM-MOBILE HOME)

Frank Abriani and Lela I. Abriani, his wife
Grantors, do hereby convey and warrant to MOUNTAIN FUEL SUPPLY COMPANY, a Corporation of the State of Utah, Grantee, its successors and assigns, for the sum of One and No/100 - - - - - - - - - - DOLLARS ($1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement twelve (12) feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "facilities") through and across the following described land and premises situated in Sublette County, State of Wyoming, to-wit: Those certain strips of land in the project or development described below and lying along the center lines as shown on the attached Plat, designated Exhibit A, and which is dated 18th day of August, A.D. 19 76, and as said Plat and Exhibit may be amended or revised from time to time, said Plat and Exhibit by this reference being made a part hereof, representing that certain condominium or mobile home project or development known as

MILLEG HEIGHTS TRAILER COURT,
(Name of Condominium or Mobile Home)

in the vicinity of Milleg Lane, Big Piney,
(Street Intersection) (City)
situate in ____ Section 36, Township 30 North,

Range 112 West, 6th Principal Meridian,
Base & Meridian

the Declaration for which was Recorded: Book No. --- Page No. ---.

TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right of way to maintain, operate, repair, inspect, protect, remove and replace the same. During temporary periods Grantee may use such portion of the property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. The said Grantors shall have the right to use the said premises except for the purposes for which this right of way and easement is granted to the said Grantee, provided such use does not interfere with the facilities or any other rights granted to the Grantee hereunder.

The Grantor shall not build or construct nor permit to be built or constructed any building or other improvement over or across said right of way, nor change the contour thereof without written consent of Grantee. This right of way grant shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of the Grantee are without authority to make any representations, covenants or agreements not herein expressed.

WITNESS the execution hereof this 12 day of October, 1978.

Frances L Zehre
Witness

Patricia Georgie
Witness

Frank Abriani
Frank Abriani

Lela I. Abriani
Lela I. Abriani

RECORDED Dec 8 1978 8:00AM
BOOK 226 of ... PAGE 97
RUBY Ford Hall COUNTY CLERK
SUBLETTE COUNTY CLERK

OVER

170517

COUNTY OF Lincoln) : ss

10

The foregoing instrument was acknowledged before me by Robert Adamson & Diana Adamson

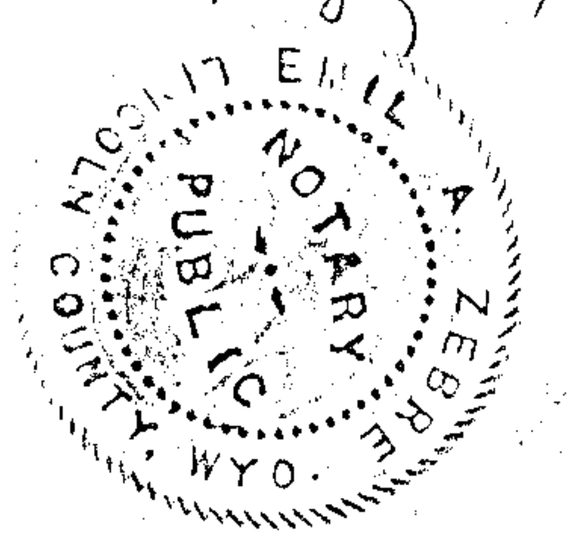
this 12 day of October, 1978.

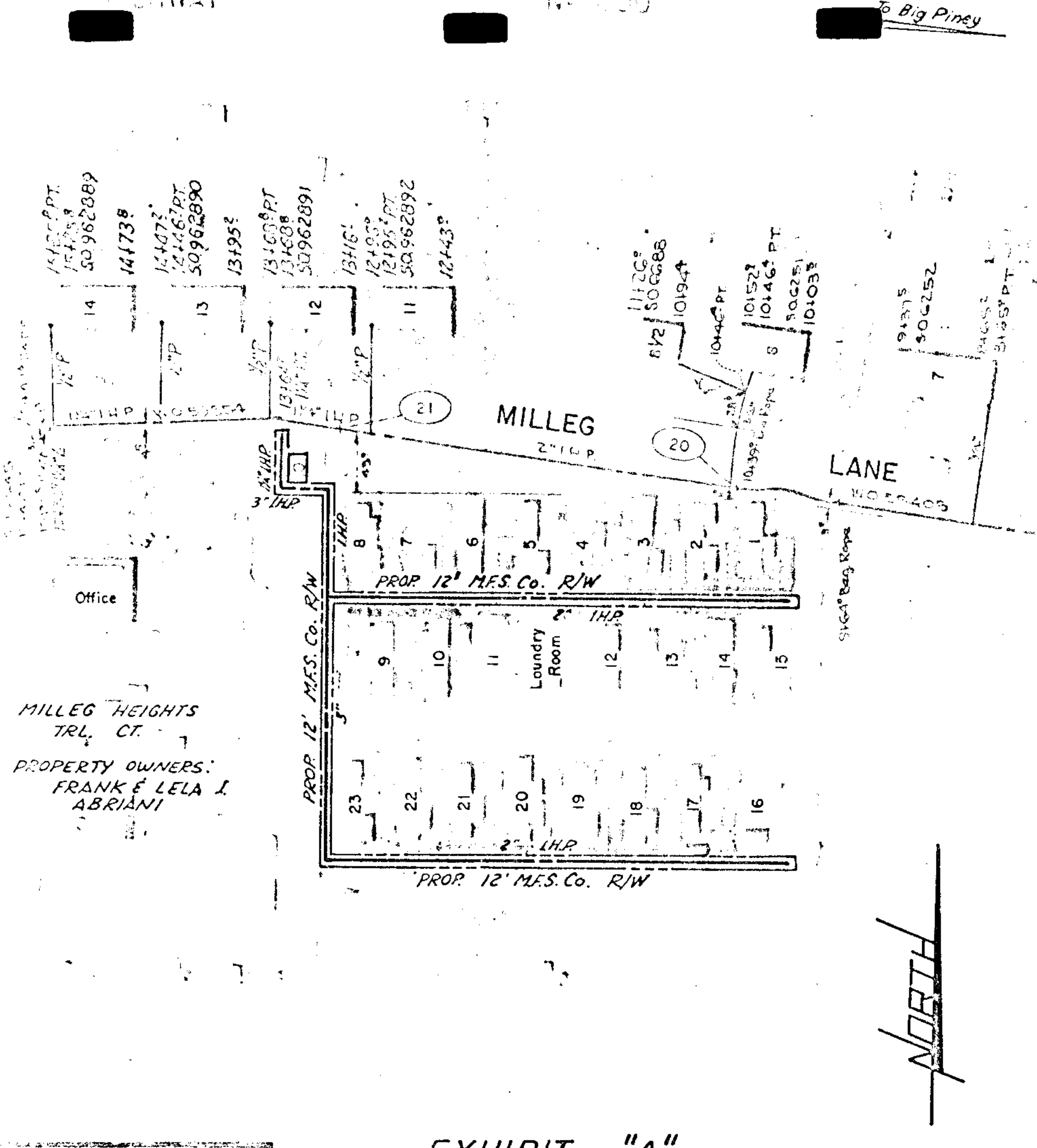
Witness my hand and official seal.

Notary Public

My Commission Expires:

26 May 1979





MAIN FUEL SUPPLY CO.
OF MAY APPLICATION TO ROSS
12851
Aug. 18, 76
RH.
RH.

EXHIBIT "A"

EXISTING MAIN TO BE THE ℄ OF THE R/W

MOUNTAIN FUEL SUPPLY COMPANY
PROPOSED MAIN EXTENSION
BIG PINEY ~ ROCK SPRINGS AREA
SCALE 1" = 100'
W. O. # 79424

ASSIGNMENT OF OPERATING RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned DAVIS OIL COMPANY, a Partnership, with offices at 410 Seventeenth Street, Denver, Colorado 80202, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00) and other good and valuable consideration, receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto:

MARVIN DAVIS
Suite 1400
410 Seventeenth Street
Denver, Colorado 80202

hereinafter called "Assignee", an undivided 12.50% Interest, subject to the provisions hereinafter set forth, in and to the operating rights under the following described oil and gas leases covering lands situated in Sublette County, Wyoming, which are specifically described in the schedule attached hereto, marked Exhibit "A" and made a part hereof.

AND, "Assignee" does hereby sell, assign, transfer and convey an undivided 9.3750% Interest, subject to the provisions hereinafter set forth, in and to the operating rights under the following described oil and gas leases covering lands situated in Sublette County, Wyoming, which are specifically described in the schedule attached hereto, marked Exhibit "B" and made a part hereof.

OPERATING RIGHTS SHALL BE CONSTRUED TO BE FROM THE SURFACE OF THE EARTH TO THE STRATIGRAPHIC EQUIVALENT OF 11,928 FEET AS DRILLED IN DAVIS OIL COMPANY's #1 BACON RIDGE UNIT WELL LOCATED IN THE SW¼ OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 114 WEST, SUBLETTE COUNTY, WYOMING.

THESE INTEREST ARE FURTHER SUBJECT TO THEIR PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY AND THE FULL BURDEN SET OUT IN COLUMN 6 ON SAID EXHIBIT "A" and "B".

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 days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have fifteen days (15) 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 burdens, prior to the anniversary date of the lease.

IT IS UNDERSTOOD and agreed that this Assignment of Operating Rights is made without warranty of title either express or implied.

EXECUTED this 14th day of November, 1978.

DAVIS OIL COMPANY, A PARTNERSHIP

By _____
Paul Messinger, Attorney in Fact

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

See Page 2 for Acknowledgement

170518

RECORDED Dec 8 1978 8:00 A.M.
IN BOOK 2 Misc PAGE 12
FEES $ [illegible]
SUBLETTE COUNTY [illegible] CLERK

Assignment of Operating Rights
Dated November 14, 1978.
From Davis Oil Company to Marvin Davis.

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

On this 14th day of November, 1978, before me, a Notary Public in and for said County and State, came the above named Paul Messinger, who is personally known to me to be the identical person whose name is affixed to the above instrument as Attorney in Fact of the said DAVIS OIL COMPANY, a Partnership, and he acknowledged that he executed the above instrument as his free and voluntary act and deed for himself and as the free and voluntary act and deed of the Partnership for the uses and purposes therein set forth.

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

D. Heaholm
Notary Public

My Commission Expires
June 4, 1980.

NOTARIAL SEAL
NOTARY PUBLIC
STATE OF COLORADO

EXHIBIT "A"

Sublette County, Wyoming

Davis Lease No.	Federal Number	Lessee	Date	Land Description	Full Burden of Overriding Royalty Interest
D-6184	USA W-52395	Sally Curran	11-01-75	TOWNSHIP 35 NORTH, RANGE 114 WEST, 6th P. M. Section 28: All Section 29: E½ Section 32: E½ Section 33: All Section 34: W½	1.0%
D-6582-1	USA W-65847	A. Lansdale	7-01-76	TOWNSHIP 34 NORTH, RANGE 114 WEST, 6th P. M. Section 4: Lots 1, 2, 3, 4, S½N½, S½ Section 5: Lots 1, 2, S½NE¼, SE¼ Section 16: All Section 21: E½	1.0%
D-6582-2	USA W-65848	A. Lansdale	7-01-76		1.0%
D-6636	USA W-56028	William Thomas	9-01-76	TOWNSHIP 34 NORTH, RANGE 114 WEST, 6th P. M. Section 1: Lots 1, 2, 3, 4, S½N½, S½ Section 12: E½ Section 15: All	1.0%
D-6636-1	USA W-60755	William Thomas	9-01-76	TOWNSHIP 34 NORTH, RANGE 114 WEST, 6th P. M. Section 22: All	1.0%
D-7134	USA W-56029	Beverly LaPiere	9-01-76	TOWNSHIP 34 NORTH, RANGE 114 WEST, 6th P. M. Section 10: All Section 11: All Section 12: W½	.875%
D-7242	USA W-52393	Michael P. Metcalf	11-01-75	TOWNSHIP 35 NORTH, RANGE 114 WEST, 6th P. M. Section 26: W½, SE¼ Section 35: All	1.0%
D-7242-1	USA W-60754	Michael P. Metcalf	11-01-75	TOWNSHIP 35 NORTH, RANGE 114 WEST, 6th P. M. Section 23: E½ Section 24: NW¼	1.0%

EXHIBIT "B"

Sublette County, Wyoming

Davis Lease No.	Federal Number	Lessee	Date	Land Description	Full Burden Overriding Royalty Interest
D-7201	USA W-7420-B	Esther Chorney	9-01-67	TOWNSHIP 34 NORTH, RANGE 114 WEST, 6th P. M. Section 14: All	.75%
D-7201-1	USA W-60747	Esther Chorney	9-01-67	TOWNSHIP 34 NORTH, RANGE 114 WEST, 6th P. M. Section 23: All	.75%
D-7202	USA W-8018	A. G. Andrikopoulos	9-01-67	TOWNSHIP 35 NORTH, RANGE 114 WEST, 6th P. M. Section 25: Lots 1, 2, 3, 4, W½E½, W½ Section 36: Lots 1, 2, 3, 4, W½E½, W½	.5625%
D-7202-1	USA W-60748	A. G. Andrikopoulos	9-01-67	TOWNSHIP 35 NORTH, RANGE 113 WEST, 6th P. M. Section 19: Lot 4 Section 30: Lots 1, 2, 3, 4, E½W½, NE¼, SW¼SE¼, N½SE¼ TOWNSHIP 35 NORTH, RANGE 114 WEST, 6th P. M. Section 14: W½ Section 23: W½	.5625%
D-7294	USA W-8024	A. G. Andrikopoulos	9-01-67	TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th P. M. Section 6: Lots 3, 4, 5, 6, 7, SE¼NW¼, E½SW¼, SE¼, SE¼NE¼ Section 7: Lots 1, 2, 3, 4, E½W½, E½	.28125%
D-7294-1	USA W-60749	A. G. Andrikopoulos	9-01-67	TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th P. M. Section 9: S½NW¼, SW¼, S½SE¼ Section 15: W½NW¼, SE¼NW¼, SW¼NE¼, N½SW¼ TOWNSHIP 35 NORTH, RANGE 113 WEST, 6th P. M. Section 32: NE¼, NE¼SE¼ Section 33: NE¼, N½S½ Section 34: NW¼, N½S½	.28125%

Davis Lease No.	Federal Number	Lessee	Date	Land Description	Full Burden Overriding Royalty Interest
D-7334	USA W-8135	A. G. Andrikopoulos	10-01-67	TOWNSHIP 35 NORTH, RANGE 113 WEST, 6th P. M. Section 31: Lots 1, 2, 3, 4, NE¼NW¼, SE¼SW¼	.5625%
D-7334-1	USA W-60750	A. G. Andrikopoulos	10-01-67	TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th P. M. - Section 15: E½SE¼	.5625%
D-7335	USA W-8162	A. G. Andrikopoulos	10-01-67	TOWNSHIP 34 NORTH, RANGE 114 WEST, 6th P. M. Section 2: Lots 1, 2, 3, 4, S½NE¼, SE¼NW¼, S½ Section 13: E½ TOWNSHIP 35 NORTH, RANGE 114 WEST, 6th P. M. Section 27: E½, N½NW¼, SW¼NW¼ Section 34: E½	.46875%
D-7335-1	USA W-60751	A. G. Andrikopoulos	10-01-67	TOWNSHIP 35 NORTH, RANGE 114 WEST, 6th P. M. Section 22: All	.46875%
D-7338	USA W-60752	A. G. Andrikopoulos	1-01-68	TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th P. M. Section 5: SW¼, S½SE¼ Section 8: All Section 17: E½, N½NW¼, SE¼NW¼, S½SW¼	.65625%
D-7338-1	USA W-9574	A. G. Andrikopoulos	1-01-68	TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th P. M. Section 18: Lots 1, 2, NE¼NE¼	.65625%

ASSIGNMENT OF OPERATING RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned BARBARA DAVIS, with offices at 410 Seventeenth Street, Denver, Colorado 80202, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00) and other good and valuable consideration, receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto:

MARVIN DAVIS
SUITE 1400
410 SEVENTEENTH STREET
DENVER, COLORADO 80202

hereinafter called "Assignee", an undivided 12.50% Interest, subject to the provisions hereinafter set forth, in and to the operating rights under the following described oil and gas leases covering lands situated in Sublette County, Wyoming, which are specifically described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, INSOFAR AND ONLY INSOFAR AS SAID LEASES ON THE SCHEDULE ARE LIMITED TO FROM THE SURFACE OF THE EARTH TO THE STRATIGRAPHIC EQUIVALENT OF 11,928 FEET AS DRILLED IN DAVIS OIL COMPANY's #1 BACON RIDGE UNIT WELL LOCATED IN THE SW¼ OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 114 WEST, SUBLETTE COUNTY, WYOMING.

THESE INTERESTS ARE FURTHER SUBJECT TO THEIR PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY AND THE FULL BURDEN SET OUT IN COLUMN 6 ON SAID EXHIBIT "A".

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 days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have fifteen days (15) 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 burdens, prior to the anniversary date of the lease.

IT IS UNDERSTOOD and agreed that this Assignment of Operating Rights is made without warranty of title either express or implied.

EXECUTED this 14th day of November, 1978.

BARBARA DAVIS, an individual

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

The foregoing instrument was acknowledged before me this 14th day of November, 1978, by BARBARA DAVIS, an individual.

Notary Public

My Commission Expires:
August 8, 1982

170519

RECORDED [illegible] 1978 at 2:10 P.M.
IN BOOK 57 Misc. PAGE 11
FEES $8.00 [illegible]
SUBLETTE COUNTY [illegible] CLERK

EXHIBIT "A"

Sublette County, Wyoming

avis [redacted] No.	Federal Lease	Lessee	Date	Land Description	Full Burden Overriding alty Intere
D-6021	USA W-52389	Edward Poitevent	11-01-75	TOWNSHIP 34 NORTH, RANGE 114 WEST, 6th P. M. Section 6: Lots 1, 2, 3, 4, 5, 6, 7, S½NE¼, SE¼NW¼, E½SW¼, SE¼	1.0%
D-6022-1	USA W-60647	Edward Poitevent	11-01-75	TOWNSHIP 34 NORTH, RANGE 114 WEST, 6th P. M. Section 21: S½NW¼, SW¼	1.0%
D-6108	USA W-7419-B	Esther Chorney	9-01-67	TOWNSHIP 34 NORTH, RANGE 114 WEST, 6th P. M. Section 13: W½	1.0%
D-6109	USA W-16861	Dorothy Chorney	2-01-69	TOWNSHIP 35 NORTH, RANGE 114 WEST, 6th P. M. Section 4: All Section 5: Lots 1, 2, S½NE¼, SE¼ Section 8: E½ Section 17: E½ TOWNSHIP 36 NORTH, RANGE 114 WEST, 6th P. M. Section 33: S½N½, S½	1.0%
[redacted]					
D-6110	USA W-11749	Dorothy Chorney	6-01-68	TOWNSHIP 34 NORTH, RANGE 114 WEST, 6th P. M. Section 3: Lots 1, 2, 3, 4, S½N½, S½	1.0%
D-6385	USA W-53395	Hazel C. Stanley	2-01-76	TOWNSHIP 34 NORTH, RANGE 114 WEST, 6th P. M. Section 24: All Section 26: N½NE¼, E½NW¼, S½SE¼	1.0%
D-7243	USA W-52394	Andrew J. Kithas	11-01-75	TOWNSHIP 35 NORTH, RANGE 114 WEST, 6th P. M. Section 27: S½SW¼ Section 32: NW¼	1.75%
[redacted]					

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, BARBARA DAVIS, with offices at 410 Seventeenth Street, Suite 1400, Denver, Colorado 80202, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), and other good and valuable considerations, receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto the following "Assignee's" all of Denver, Colorado, an undivided 1% to PAUL MESSINGER & CO., a Partnership; an undivided 1% to MARLIS E. SMITH TRUST dated May 20, 1977, and an undivided .5% to ALAN R. SMITH, an individual, and an undivided .5% to JOHN H. MELBY, an individual, being a total of 3% of all oil, gas, and casinghead gas produced, saved and marketed from the following oil and gas leases or any extensions or renewals thereof, as set out and described in said Exhibit "A", attached hereto and made a part hereof.

AND, an undivided .5% to PAUL MESSINGER & CO., a Partnership; and an undivided .5% to MARLIS E. SMITH TRUST dated May 20, 1977, and an undivided .25% to ALAN R. SMITH, an individual; and an undivided .25% to JOHN H. MELBY, an individual; being a total of 1.5% of all oil, gas, and casinghead gas produced, saved and marketed from the following oil and gas lease or any extensions or renewals thereof, as set out and described in said Exhibit "B", attached hereto and made a part hereof.

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

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

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed this 13th day of November, 1978.

BARBARA DAVIS, an individual

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

The foregoing instrument was acknowledged before me this 13th day of November, 19 78, by BARBARA DAVIS, an individual.

Notary Public

My Commission Expires:
8, 1982

JOAN T. PITTMAN NOTARY PUBLIC STATE OF COLORADO

170520

RECORDED Dec 8 1978 8:00 A M
IN BOOK 222 Misc PAGE 12
FEES $ 6.00 Kathy Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

EXHIBIT "A"

Sublette County, Wyoming

Davis Lease No.	Lessor Federal Number	Lessee	Date	Land Description
D-6021	USA W-52389	Edward Poitevent	11-01-75	TOWNSHIP 34 NORTH, RANGE 114 WEST, 6th P. M. Section 6: Lots 1, 2, 3, 4, 5, 6, 7, S½NE¼, SE¼NW¼, E½SW¼, SE¼
D-6108	USA W-7419-B	Esther Chorney	9-01-67	TOWNSHIP 34 NORTH, RANGE 114 WEST, 6th P. M. Section 13: W½
D-6109	USA W-16861	Dorothy Chorney	2-01-69	TOWNSHIP 35 NORTH, RANGE 114 WEST, 6th P. M. Section 4: All Section 5: Lots 1, 2, S½NE¼, SE¼ Section 8: E½ Section 17: E½ TOWNSHIP 36 NORTH, RANGE 114 WEST, 6th P. M. Section 33: S½N½, S½
-6110	USA W-11749	Dorothy Chorney	6-01-68	TOWNSHIP 34 NORTH, RANGE 114 WEST, 6th P. M. Section 3: Lots 1, 2, 3, 4, S½N½, S½
D-6385	USA W-53395	Hazel C. Stanley	2-01-76	TOWNSHIP 34 NORTH, RANGE 114 WEST, 6th P. M. Section 24: All Section 26: N½NE¼, E½NW¼, S½SE¼

EXHIBIT "B"

Sublette County, Wyoming

Davis Lease No.	Lessor Federal Number	Lessee	Date	Land Description
D-7243	USA W-52394	ANDREW J. Kithas	11-01-75	TOWNSHIP 35 NORTH, RANGE 114 WEST, 6th P.M. Section 27: S½SW¼ Section 32: NW¼

[redacted] [redacted] [redacted]

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, DAVIS OIL COMPANY, a Partnership, with offices at 410 Seventeenth Street, Suite 1400, Denver, Colorado 80202, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), and other good and valuable considerations, receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto the following "Assignee's" all of Denver, Colorado, an undivided 1% to PAUL MESSINGER & CO., A Partnership, an undivided 1% to MARLIS E. SMITH TRUST DATED MAY 20, 1977, an undivided .5% to ALAN R. SMITH, an individual; and an undivided .5% to JOHN H. MELBY, an individual being a total of 3% of all oil, gas, and casinghead gas produced, saved and marketed from the following oil and gas leases or any extensions or renewals thereof, as set out and described in said Exhibit "A", attached hereto and made a part hereof.

AND an undivided .625% to PAUL MESSINGER & CO., A Partnership, an undivided .625% to MARLIS E. SMITH TRUST DATED MAY 20, 1977, an undivided .5% to ALAN R. SMITH, an individual; and an undivided .5% to JOHN H. MELBY, an individual being a total of 2.25% of all oil, gas, and casinghead gas produced, saved and marketed from the following oil and gas leases or any extensions or renewals thereof, as set out and described in said Exhibit "B", attached hereto and made a part hereof.

If the oil and gas leases set out on said Exhibit "A" and "B" herein assigned cover less than the entire undivided mineral estate then the overriding royalty interest herein conveyed shall be reduced proportionately.

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

IN Witness whereof, the Assignor has caused this Assignment to be executed this 13th day of November, 1978.

DAVIS OIL COMPANY, A PARTNERSHIP

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

By _____
Marvin Davis, Attorney in Fact

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

On this 13th day of November, 1978, before me, a Notary Public in and for said County and State, came the above named Marvin Davis, who is personally known to me to be the identical person whose name is affixed to the above instrument as Attorney in Fact of the said DAVIS OIL COMPANY, a Partnership, and he acknowledged that he executed the above instrument as his free and voluntary act and deed for himself and as the free and voluntary act and deed of the Partnership for the uses and purposes therein set forth.

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

_____
Notary Public

My Commission Expires
June 12, 1980.

A215522

RECORDED Dec 5 19 78 at 8:45 A.M.
IN BOOK 577 PAGE 22
RECEPTION NO. 211 COUNTY CLERK
SUBDIVISION RECORDING CLERK

EXHIBIT "A"

Sublette County, Wyoming

Davis Lease No.	Lessor Federal Number	Lessee	Date	Land Description
D-6184	USA W-52395	Sally Curran	11-01-75	TOWNSHIP 35 NORTH, RANGE 114 WEST, 6th P. M. Section 28: All Section 29: E½ Section 32: E½ Section 33: All Section 34: W½
D-6636	USA W-56028	William Thomas	9-01-76	TOWNSHIP 34 NORTH, RANGE 114 WEST, 6th P. M. Section 1: Lots 1, 2, 3, 4, S½N½, S½ Section 12: E½ Section 15: All
D-6363-1	USA W-60755	William Thomas	9-01-76	TOWNSHIP 34 NORTH, RANGE 114 WEST, 6th P. M. Section 22: All
D-7134	USA W-56029	Beverly LaPiere	9-01-76	TOWNSHIP 34 NORTH, RANGE 114 WEST, 6th P. M. Section 10: All Section 11: All Section 12: W½
D-7242	USA W-52393	Michael P. Metcalf	11-01-75	TOWNSHIP 35 NORTH, RANGE 114 WEST, 6th P. M. Section 26: W½, SE¼ Section 35: All
D-7242-1	USA W-60754	Michael P. Metcalf	11-01-75	TOWNSHIP 35 NORTH, RANGE 114 WEST, 6th P. M. Section 23: E½ Section 24: NW¼

EXHIBIT "B"

Sublette County, Wyoming

Lessor Federal Number	Lessee	Date	Land Description
USA W-7420-B	Esther Chorney	9-01-67	TOWNSHIP 34 NORTH, RANGE 114 WEST, 6th P. M. Section 14: All
USA W-60747	Esther Chorney	9-01-67	TOWNSHIP 34 NORTH, RANGE 114 WEST, 6th P. M. Section 23: All
USA W-8018	A. G. Andrikopoulos	9-01-67	TOWNSHIP 35 NORTH, RANGE 114 WEST, 6th P. M. Section 25: Lots 1, 2, 3, 4, W½E½, W½ Section 36: Lots 1, 2, 3, 4, W½E½, W½
USA W-60748	A. G. Andrikopoulos	9-01-67	TOWNSHIP 35 NORTH, RANGE 113 WEST, 6th P. M. Section 19: Lot 4 Section 30: Lots 1, 2, 3, 4, E½W½, NE¼, SW¼SE¼, N½SE¼ TOWNSHIP 35 NORTH, RANGE 114 WEST, 6th P. M. Section 14: W½ Section 23: W½
USA W-8024	A. G. Andrikopoulos	9-01-67	TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th P. M. Section 6: Lots 3, 4, 5, 6, 7, SE¼NW¼, E½SW¼, SE¼, SE¼NE¼ Section 7: Lots 1, 2, 3, 4, E½W½, E½
USA W-60749	A. G. Andrikopoulos	9-01-67	TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th P. M. Section 9: S½NW¼, SW¼, S½SE¼ Section 15: W½NW¼, SE¼NW¼, SW¼NE¼, N½SW¼ TOWNSHIP 35 NORTH, RANGE 113 WEST, 6th P. M. Section 32: NE¼, NE¼SE¼ Section 33: NE¼, N½S½ Section 34: NW¼, N½S½

EXHIBIT "B"

Sublette County, Wyoming

Davis Lease No.	Lessor Federal Number	Lessee	Date	Land Description
D-7334	USA W-8135	A. G. Andrikopoulos	10-01-67	TOWNSHIP 35 NORTH, RANGE 113 WEST, 6th P. M. Section 31: Lots 1, 2, 3, 4, NE¼NW¼, SE¼SW¼
D-7334-1	USA W-60750	A. G. Andrikopoulos	10-01-67	TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th P. M. Section 15: E½SE¼
D-7335	USA W-8162	A. G. Andrikopoulos	10-01-67	TOWNSHIP 34 NORTH, RANGE 114 WEST, 6th P. M. Section 2: Lots 1, 2, 3, 4, S½NE¼, SE¼NW¼, S½ Section 13: E½ TOWNSHIP 35 NORTH, RANGE 114 WEST, 6th P. M. Section 27: E½, N½NW¼, SW¼NW¼ Section 34: E½
D-7335-1	USA W-60751	A. G. Andrikopoulos	10-01-67	TOWNSHIP 35 NORTH, RANGE 114 WEST, 6th P. M. Section 22: All
D-7338	USA W-60752	A. G. Andrikopoulos	1-01-68	TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th P. M. Section 5: SW¼, S½SE¼ Section 8: All Section 17: E½, N½NW¼, SE¼NW¼, S½SW¼
D-7338-1	USA W-9574	A. G. Andrikopoulos	1-01-68	TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th P. M. Section 18: Lots 1, 2, NE¼NE¼

[redacted] 523 170523 [redacted]

RECORDED Dec 8 19 78 8:00A M
IN BOOK 57 Misc PAGE 26
FEES $ 7.00 Louis J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by D Mc Kee

12

1st day of November, A.D. 78

J W McReynolds

1st

November, A.D. 78

Margery P. Coolidge

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

Geo Globe
1824 Chester Avenue
Bakersfield, CA 93301

W 52415
(Serial Number)

This lease subject to the determination by the Geological Survey as to whether or not the lands described were on a known geologic structure of a producing oil or gas field on 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 - 720.00 A.**
Lincoln - 123.83

T. 34 N., R. 115 W., 6th Prin. Mer.
Section 4: S½NE¼, N½S½
Section 5: Lot 1, S½NE¼
Section 10: SE¼
Section 11: W½

OGG- 490531Z
File 490531Z

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

Containing a total of **843.83** acres	Annual Rental . . . . . $ **422.00**

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

Effective date of lease: NOV 1 1975

THE UNITED STATES OF AMERICA

By _____
(Signature of Signing Officer)

Chief, Oil &
Gas Section
(Title)

OCT [illegible]
(Date)

170510

RECORDED Dec. 11 1975 8:00 A.M.
IN BOOK 54 Misc. PAGE 626
FEES $16.00 Lois J. Globe COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Doris Thorne
FOR CLARENCE

028

LEASE TERMS

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

2. *The lessee agrees:*

Bonds.—(1) To file any bond required by this lease and comply with the regulations and until such bond is filed not to enter upon the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To maintain a bond in a sum double the amount of $2 per acre and not less than $1,000 nor more than $10,000 for the operation of any part of the leased land within the boundaries of a producing oil or gas field. (4) Prior to beginning of drilling operations and maintain thereafter as required by the lessor a bond in the amount of $10,000 with approved corporate surety, or deposit of United States bonds as surety therefor, conditioned for compliance with the terms of this lease, unless a bond in the same form is already being maintained or unless such a bond is furnished by an operator of the lease is accepted. (5) Until a statewide bond is filed to furnish and maintain a bond in the amount of not less than $1,000 in those cases in which such 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 lessor may waive such other bond as the regulations may permit.

Diligence and prevention of waste.—Within 30 days of demand by the lessor, all of the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of the lease, within 30 days of demand made thereafter to subscribe to operate under such reasonable cooperative or unit 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 practicable or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States. (1) To drill and produce all wells necessary to prevent drainage of 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 payable to different funds than are those of this lease, or in accordance with the terms of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor monthly 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, now established or which may be established or authorized 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 land or portions thereof 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 value of production removed or sold from the leased lands as follows:

(a) To pay the lessor in advance an annual rental at the rate of—

(i) $1 for each lease year while the land is outside the known geologic structure of a producing oil or gas field;

(ii) $2 for each lease year a rental of 50 cents per acre or fraction of an acre.

(b) While lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(i) Commencing 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.

(c) Commencing with the lease year beginning after a discovery on the leased land to pay the lessor in lieu of rental a minimum royalty of $1 per acre or fraction thereof per 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. If this lease is unitized the minimum royalty shall be payable only on the participating acreage and rental shall be due on the nonparticipating acreage as provided in subparagraph (a) above.

(d) *On production.*—(1) To pay the lessor 12½ percent in amount or value of production removed or sold from the leased lands, to be computed in accordance with the Oil and Gas Operating Regulations (43 CFR Part 220).

(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 the lessor 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. Royalties 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 in his judgment to do so in order to promote development, or that the lease cannot be successfully operated under the terms provided herein.

(4) *Unless otherwise directed* by the Secretary, to make rental, royalty, or other payments to the lessor or to the order of the Bureau of Land Management at the time and manner prescribed in the regulations (43 CFR 3102.2). If lessee does not pay the lessor on or before the rental paying date for any lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the respective date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day when the proper office is not open for the receipt of payments, payment shall be considered timely if made on the next official working day.

Reports as to production.—To file with the supervisor, 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, casinghead gasoline and other products of the leased land. *Provided*, That the disposal of any such contract or other arrangement shall not relieve, or be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, royalty computations, and the filing of reports required by the Oil and Gas Operating Regulations.

Records.—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the leased lands, the proceeds therefrom, and the amount used for production purposes or unavoidably lost.

(e) *Conduct of operations.*—Unless otherwise directed by the Secretary, to make rental, royalty, or other payments to the lessor or to the order of the Bureau of Land Management at the time and manner prescribed in the regulations (43 CFR 3102.2). If lessee does not pay the lessor on or before the rental paying date for any lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the respective date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day when the proper office is not open for the receipt of payments, payment shall be considered timely if made on the next official working day.

Reports as to production.—To file with the supervisor, 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, casinghead gasoline and other products of the leased land. *Provided*, That the disposal of any such contract or other arrangement shall not relieve, or be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, royalty computations, and the filing of reports required by the Oil and Gas Operating Regulations.

[redacted] At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the leased lands, the proceeds therefrom, and the amount used for production purposes or unavoidably lost.

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

(g) *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.

(h) *Drilling, producing, and shutting in wells.*—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 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 form 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 in case of the lessee so to do the lessor shall have the right to enter on the premises 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 on improvements.*—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements or 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) 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 must 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 Parts (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.

(k) *Assignments of oil and gas leases or interests 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.

(l) *Obligation to purchase all products offered 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 at a reasonable rate to the credit of the lessee or to the 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) *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 or any part thereof shall hereafter be disposed of under the Act reserving to the United States the deposits of oil and gas therein, or any part thereof, subject to such conditions as now or may hereafter be provided by the laws reserving such oil or gas.

(n) *Removal on segregation, etc.*—If any of the land included in this lease is embraced in a withdrawal or other segregation 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 guaranteed, stipulated.

(o) *Protection of vegetation, cultural 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, including [redacted] timber growth, [redacted] vicinity, (2) polluting air and water, [redacted] owned by the United States, [redacted] or other property [redacted] historic or archeological [redacted] lease, or [redacted] 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 lessee. *Discoveries 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 conditions will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

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

(q) *Deliver premises on termination or 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 connection therewith, through or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or other lands containing the deposits described in the act, or to the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) *Transfer of lands or interests.*—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 deposits therein, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) *Waiver and suspension.*—Full power and authority to promulgate and enforce all orders necessary to insure the sale and disposal 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 3 of the act as amended, the privilege 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 lessee elects to take the helium, the lessee shall deliver for 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, at the option of the lessee, at the point where gas is delivered at the time of production from the gas producing system owned or operated by the lessee, at a point on that system specified by the lessor for extraction of the helium by such means as the lessee 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 on the leased premises all reduction works necessary for extraction of helium from 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 deliver the gas to the owner thereof, without delay other than that incident to the extraction process, save for the value of the helium, but 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) *Charges.*—All rights pursuant to section 40 of the act to purchase, lease, and lease or operate valuable water wells.

Sec. 4. *Drilling and producing contracts.*—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 change 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 leases.*—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 or material, or equipment determined by the lessor to be necessary for use in plugging or properly abandoning 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. *Extracts of records.*—It is also further agreed that the 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 [redacted] of the Department of the Interior, or Bureau of Land Management, shall be admitted to any share or part of this lease or derive any benefit that may arise therefrom, and the provisions of section 3741 of the Revised Statutes, as amended (41 U.S.C. sec. 22), and the provisions of section 3 of the act of June 25, 1948 (62 Stat. 702; 18 U.S.C. sec. 431), relating to contracts entered into by Members of, or Delegates to Congress, or Resident Commissioners, after their election or appointment, or either before or after they have qualified and during their continuance in office, and relating to the employment and appointment of officers or employees of the Department of the Interior, or Bureau of Land Management, shall be applicable to this lease.

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. [illegible]
CASPER, WY [illegible]

...agement Agency *(name)*

FOREST SUPERVISOR
BRIDGER-TETON NATIONAL FOREST
FOREST SERVICE BUILDING
JACKSON, WY 83001

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

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

STIPULATION FOR LANDS UNDER JURISDICTION OF DEPARTMENT OF AGRICULTURE*

[illegible] lands embraced in this lease or permit being under the jurisdiction of the Secretary of Agriculture, the lessee or [illegible]mittee hereby agrees:

[illegible] To conduct all operations authorized by this lease [illegible] permit with due regard for good land management, [illegible] to cut or destroy timber without first obtaining [illegible]ission from the authorized representative of the [illegible]retary of Agriculture, and to pay for all such timber [illegible] or destroyed at the rates prescribed by such repre[illegible]tative; to avoid unnecessary damage to improvements, [illegible]ber, crops, or other cover; unless otherwise author[illegible]d by the Secretary of Agriculture, not to drill any [illegible], carry on operations, make excavations, construct [illegible]nels, drill, or otherwise disturb the surface of the [illegible] within 200 feet of any building standing on the [illegible]is and whenever required, in writing, by the author[illegible]d representative of the Secretary of Agriculture to [illegible]ce or fill all sump holes, ditches, and other ex[illegible]vations, remove or cover all debris, and so far as [illegible]sonably possible, restore the surface of the lands [illegible] their former condition, including the removal of [illegible]ructures as and if required, and when required by such [illegible]presentative to bury all pipelines below plow depth

[illegible] To do all in his power to prevent and suppress [illegible]rest, brush, or grass fires on the lands and in their [illegible]nity, and to require his employees, contractors, [illegible]ubcontractors, and employees of contractors or sub[illegible]ontractors to do likewise. Unless prevented by [illegible]rcumstances over which he has no control, the lessee [illegible] permittee shall place his employees, contractors, [illegible]ubcontractors, and employees of contractors and sub[illegible]ntractors employed on the lands at the disposal [illegible] any authorized officer of the Department of [illegible]griculture for the purpose of fighting forest, brush, [illegible] grass fires on or originating on the lands or on [illegible]djacent areas or caused by the negligence of the [illegible]essee or permittee or his employees, contractors, [illegible]ubcontractors and employees of contractors and sub[illegible]ontractors, with the understanding that payment for [illegible]uch services shall be made at rates to be determined [illegible]y 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

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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.*), June 28, 1944 (58 Stat. 483–485); 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).

...se of the privileges authorized by this lease or ...t, and shall maintain such fire tools at his head ...ters or at the appropriate location on the lands as ...ecified necessary by such representative.

...n the location, design, construction, and mainte... of all authorized works, buildings, plants, ...ways, roads, telegraph or telephone lines, pipe..., reservoirs, tanks, pumping stations, or other ...tures or clearance, the lessee or permittee ...ll do all things reasonably necessary to prevent ...duce to the fullest extent scarring and erosion of ...lands, pollution of the water resources and any ...ge to the watershed. Where construction, opera..., or maintenance of any of the facilities on or ...nected with this lease or permit causes damage to ...watershed or pollution of the water resources, the ...ee or permittee agrees to repair such damage and ...ake such corrective measures to prevent further ...tion or damage to the watershed as are deemed ...sary by the authorized representative of the ...retary of Agriculture.

...n the opinion of the authorized representative of ... Secretary of Agriculture, the lands are valuable for ...ual protection, the lessee or permittee shall pro... for control of surface runoff and return the affected ...ds to as productive condition as practicable.

...To pay the lessor or permitter or his tenant or the ...face owner or his tenant, as the case may be, for ... and all damage to or destruction of property caused ... the lessee's or permittee's operations hereunder; ...ee 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 from ... lessee's or permittee's operations under this lease ...permit.

...To recognize existing uses and commitments, in ... form of Department of Agriculture grazing, timber ...ings, and special use permits, water developments, ...ll, road, trail, pipeline, telephone line, and fence ...hts-of-way and other similar improvements, and to ...duct his operations so as to interfere as little as ...ssible with the rights and privileges granted by these ...mits or with other existing uses.

(7) 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.

(8) 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.

(9) To comply with all federally-approved rules and regulations of the Secretary of Health, Education, and Welfare governing the emission of pollutants into the air from activities which are embraced in this lease or permit.

(10) 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.

(11) 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.

(12) To address all matters relating to this stipulation to

FOREST SUPERVISOR

at [illegible]

[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.

(Signature of Lessee)

GPO 550-292

082

Forest Service Supplement to
Form 3109-3

SURFACE OCCUPANCY STIPULATION

1 The lands included in this lease may contain significant prehistoric and/or historic artifacts, therefore the lessee agrees not to enter the lease area until an inventory of archeological and/or historical sites is made by the surface management agency or its designated representative, and conditions of use are prepared to protect the sites in accordance with the Antiquities Act of June 8, 1906 (34 Stat. 1, 225; 16 USC 431) and the Historical Sites Act of August 21, 1935 (49 Stat. 666; 16 USC 416-467).

2. No occupancy of the surface in the following areas is authorized by this lease. The lessee may employ directional drilling to develop the oil and gas resources under these areas, provided that such drilling or other works will not disturb the surface area or otherwise interfere with their use by the surface management agency. The areas to be excluded from surface occupancy unless specifically approved in the operating plan are:

(a) Within 500 feet on either side of the centerline of any and all roads and/or highways within the lease area.

(b) Within 200 feet on either side of the centerline of any and all designated trails within the leare area.

(c) Within 500 feet of the normal high waterline of any and all streams, lakes, ponds, and reservoir located within the leare area.

(d) Within 400 feet of any and all springs within the leare area.

(e) Within 400 feet of any improvements either owned, permitted, leased, or otherwise authorized by the surface management agency.

[redacted] [redacted] [redacted]

It is mutually understood that the lands described below have been inventoried as roadless areas and must be evaluated for their wilderness potential. Depending on the results of the evaluation, the areas in question may be determined as suitable for further wilderness study, or not suitable for wilderness. Those areas determined as suitable for wilderness may ultimately be classified as wilderness.

All Lands in Lease

In the inventoried roadless areas, the following restrictions shall apply:

A. Existing roads, if any, may be used for temporary access in a non-destructive manner, but may not be reconstructed, improved or graded.

B. Where temporary access is needed to an area not served by an existing road, methods of access not resulting in erosion, scars or environmental damage shall be used.

C. Where long term access or development is desired, or where the method to be used will possibly cause environmental damage, an application for such access or development shall be filed with the Supervisor of the National Forest involved. Such application shall include the nature of the proposed access or development, any measures proposed to minimize the environmental impact, including proposed restoration measures, and a map of the location and the access or development. The Supervisor will coordinate the proposal with the local office of the United States Geological Survey, and based upon such coordination and agreement reached with the United States Geological Survey, will either approve the proposal, conditioned upon necessary protective measures, or will disapprove the proposal.

D. This clause shall become inoperative in the event the area is determined as not suitable for wilderness.

E. If the area, or part of it, is determined as suitable for wilderness study, this clause shall remain in full force and effect until the area is either classified for wilderness or is formally rejected for such classification. If the area is classified as wilderness, this lease shall become subject to the provisions of the Act of September 3, 1964, 78 Stat. 893, and the Forest Service regulations and policies pertaining thereto.

Form PO-84
(Exp)

RECORDED [illegible] 19[illegible] [illegible]M.
IN BOOK [illegible] PAGE 35
FEES $ [illegible]
SURCHARGE [illegible] COUNTY CLERK
[illegible]

RELEASE -- WYOMING

KNOW ALL MEN BY THESE PRESENTS: That TEXACO Inc., a corporation of Delaware, does hereby release, remise and relinquish and forever quitclaims any and all rights, titles and interests whatsoever now held or claimed by it under the following oil and gas leases as set forth and described in Exhibit "A" attached hereto and made a part hereof, insofar as these leases cover the lands more specifically described in the attached Exhibit "A":

Executed at Denver, Colorado, on this 4th day of December, 19 78.

TEXACO Inc.

By _____
Agent and Attorney-In-Fact

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

On this 4th day of December, 19 78, before me appeared E. M. [illegible], to me personally known, who being by me duly sworn did say that he is the Agent and Attorney-in-Fact of TEXACO Inc., a Delaware corporation, and that he signed the foregoing instrument in behalf of said corporation by authority of its Board of Directors, and the said [illegible] acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and Notarial Seal this 4th day of December, 19[illegible].

My commission expires on the 16th day of August, 19[illegible].

[illegible]
Notary Public within and for the City and County of Denver, State of Colorado.
Resides at [illegible]

EXHIBIT "A"

COUNTY Sublette STATE Wyoming

W-6689a Sublette,Wyo Long Island
1560 acs 30N-112W Sec 20 E2SE4; Sec
21 NW4NE4, S2NE4, SE4, W2; Sec 22
NW4SW4; Sec 28 N2NE4, SE4, W2; Sec
29 NE4NE4, S2NE4, SE4 W-8/73
Reservoir Ranch 11-15-73(11-73)

LESSOR LEASE DATE

RECORDED: BK 50 O&G PAGE 315

W-6689d ADD'L DESCR
Sec 29 NE4NE4, S2NE4, SE4

LESSOR LEASE DATE

RECORDED: BK PAGE

W-6689c Sublette,Wyo Long Island
1560 acs 30N-112W Sec 20 E2SE4; C
Sec 21 NW4NE4, S2NE4, SE4, W2; Sec 22
NW4SW4; Sec 28 N2NE4, SE4, W2;(con'd)
[redacted] W-8/73
(M. J. Barlow) 11-15-73(11-73)

LESSOR LEASE DATE

RECORDED: BK 50 O&G PAGE 338

W-6689e Sublette,Wyo Long Island
1560 acs 30N-112W Sec 20 E2SE4; C
Sec 21 NW4NE4, S2NE4, SE4, W2; Sec
22 NW4SW4; Sec 28 N2NE4, SE4, W2;
[redacted] (con'd) W-8/73

LESSOR(Nell) LEASE DATE)

RECORDED: BK 50 O&G PAGE 317

W-6689c ADD'L DESCR
Sec 29 NE4NE4, S2NE4, SE4.

LESSOR LEASE DATE

RECORDED: BK PAGE

W-6689e ADD'L DESCR
Sec 29 NE4NE4, S2NE4, SE4

LESSOR LEASE DATE

RECORDED: BK PAGE

W-6689d Sublette,Wyo Long Island
1560 acs 30N-112W Sec 20 E2SE4; C
Sec 21 NW4NE4, S2NE4, SE4, W2; Sec 22
NW4SW4; Sec 28 N2NE4, SE4, W2; (con'd
[redacted] W-8/73
(M. J. Barlow) 11-15-73(11-73)

LESSOR LEASE DATE

RECORDED: BK 50 O&G PAGE 340

LESSOR LEASE DATE

RECORDED: BK PAGE

(Rev. 1-68)
(Dec. 1975)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1569

Serial No. W-64985

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

17:M:78

RECORDED December 15 19 78 3:00 P M
IN BOOK 57 Oil & Gas PAGE 31
FEES $ 8.00 Karl Yonker COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Presidio Exploration, Inc.
P.O. Box 839
Denver, Colorado 80201

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective (date) October 1, 1978, 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)

T27N, R112 W, 6th Prin. Mer., WY
Sec. 1: SW¼
Sec. 2: Lot 8, NE¼SW¼, S½SW¼, SE¼
Sec. 12: N½NW¼

Sublette County, Wyoming
Containing 558.35 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.) 2.75% 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 2nd day of October 19 78.

(Assignor's Signature)
L. A. Walstrom, Jr.

P.O. Box 839
(Assignor's Address)

Denver, Colorado 80201
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective NOV 1 1978

By Glenna Jo W. Lane
(Authorized Officer)
Chief, Oil & Gas Section

NOV 9 1978
(Title)

73-11

[redacted] Claimant [redacted]

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 [x] Corporation Ref. 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.

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

Executed this 2nd day of October, 1978.

ATTEST:

Asst. Secretary

PRESIDIO EXPLORATION, INC.

By _____
(Assignee's Signature)

Ross Miller
Vice President - Exploration

P.O. Box 839

Denver, Colorado 80201
(Address, include zip code)

The 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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

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.

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.

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.

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

Certification of assignee

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

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

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

4. *Statement of interests* — Assignee *must* indicate whether or not he is the sole party in interest in the assignment; if not, assignee *must* submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. *All* interested parties *must* furnish evidence of their qualifications to hold such lease interests. Separate statements and [illegible]

State of Colorado)
) SS
County of Denver)

The foregoing instrument was acknowledged before me by
D. A. Walstrom, Jr.
of December, 1973, this 11th day

Witness my hand and official seal.

Betty R. Braaten
Title of officer Notary Public

My Commission Expires: My commission expires Aug. 4, 1981

Approved February 13, 1973.

BETTY R. BRAATEN NOTARY PUBLIC STATE OF COLORADO

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, PAUL MESSINGER & CO., A Partnership with an address at 7654 East Lakecliff Way, The Pinery, Parker, Colorado 80134, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00) and other good and valuable considerations, receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto ALAN R. SMITH and JOHN H. MELBY both of Denver, Colorado, hereinafter called "Assignee", an overriding royalty interest of an undivided .5% to Alan R. Smith, an individual and an undivided .5% to John H. Melby, an individual, being a total of 1% of all oil, gas and casinghead gas produced, saved and marketed from the following oil and gas leases or any extensions or renewals thereof, to-wit:

D-6022 — Oil and Gas Lease dated 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 lands in Sublette County, Wyoming:

Township 34 North, Range 114 West, 6th P. M.
Section 28: S½NW¼, SW¼
Section 29: W½

D-6022-1 — Oil and Gas Lease dated November 1, 1975, from The United States of America, as Lessor, to Edward Poitevent, as Lessee, bearing serial number W-60647, Insofar and only insofar as said lease covers and affects lands in Sublette County, Wyoming:

Township 34 North, Range 114 West, 6th P. M.
Section 21: S½NW¼, SW¼

D-6582-1 — Oil and Gas Lease dated July 1, 1976, from The United States of America, as Lessor, to A. Lansdale, as Lessee, bearing serial number W-65847 Insofar and only insofar as said lease covers and affects lands in Sublette County, Wyoming:

Township 34 North, Range 114 West, 6th P. M.
Section 4: Lots 1, 2, 3, 4, S½N½, S½
Section 5: Lots 1, 2, S½NE¼, SE¼
Section 16: All
Section 21: E½

D-6582 — Oil and Gas Lease dated 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 lands in Sublette County, Wyoming:

Township 34 North, Range 114 West, 6th P. M.
Section 28: E½

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

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 the 13th day of November, 1978.

PAUL MESSINGER & CO., A Partnership

FILED for record at 10:19 o'clock A.M. December 15 1978. 3 pages
PAGE 240
BARBARA J. CRAIG SUBLETTE COUNTY CLERK
FEES 7.00 Barbara J. Craig SUBLETTE COUNTY CLERK

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

On this 13th day of November, 1978, before me personally appeared Paul Messinger, Partner of PAUL MESSINGER & CO., a Partnership, and he did acknowledged the foregoing instrument as his free act and deed.

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

NOTARY PUBLIC

My Commission Expires
June 4, 1980.

Ninth Edition
August 196[redacted]

Rep[redacted]
OIL & GAS INDUSTRIES, INC.
P. O. BOX 327
SANTA FE, NEW MEXICO

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

DEPARTME[redacted]OF THE INTERIOR [redacted] WYOMING

BUREAU OF LAND MANAGEMENT

Serial No. W-16414

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 / CARL W. KLAENHAMMER
(First Name, Middle Initial, Last Name)

1335 SOUTH WOLCOTT ST.,
(Number and Street)

CASPER, WYOMING 82601
(City and State)

Please notify the issuing officer of any change of address.

RECEIVED
REGULAR MAIL CLASS
DEC 23 1968
GEOLOGICAL SURVEY
CASPER, WYO.

2. Land requested: State WYOMING County Sublette T. 33 N., R. 114 W., 6TH P.M. Meridian

Section 17: W½

Section 18: Lots 1,2,3,4, SE¼NW¼, W½SE¼, E½SW¼

Section 19: Lots 1,2,3,4, E½W½, W½E½, E½SE¼

CERTIFIED

Total Area 1234.98 Acres

3. Land included in lease: State County T. [illegible] N., R. [illegible] W., Meridian

1373

This lease embraces the area and lands described in Item 2.

The rental retained is the rental amount shown in Item 4.

U. S. GEOLOGICAL SURVEY

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

4. Amount remitted: Filing fee $10, Rental $ 17.50, Total $ 627.50

5. Undersigned certifies as follows:
(a) Offeror is a citizen of the United States. Native born X 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 21st day of November, 19 68

.....
(Lessee signature)

Carl W. Klaenhammer
(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.

This lease is subject to the determination by the Geological Survey as to whether it is as herein described or more or less of the geologic structure of a producing oil or gas field as of the date of signing hereof by the authorized officer. JAN 1 1969

Effective date of lease .....

THE UNITED STATES OF AMERICA

By [illegible]
(Signature of Officer)

ACTING ASSISTANT MANAGER, OIL & GAS
(Title)

DEC 19 1968
(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.

Form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this [illegible]

U.S. GOVERNMENT PRINTING OFFICE: 1966 O-[illegible]

Section 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 deposits, except helium gas, in the lands leased, together with the right to construct or 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; [illegible] 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 such additional bond conditioned on the proper operation and maintain at all times thereafter as required by the Secretary 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,[illegible] in those cases in which [illegible] and is now 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 or for 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 [illegible] affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

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

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

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:
  (i) For each lease year a rental of 50 cents per acre or fraction of an acre.
(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:
  (i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.
  (ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof as the expiration of each lease year, or the difference between the actual yearly royalty 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 such royalty should be payable on the nonparticipating acreage as provided in subparagraph (b) (i) (a) above.

Royalty on production.—To pay the lessor 12½ per cent 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).

It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest prices paid for a part or for a majority of production of comparable 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.

(2) 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 on 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 liquid 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.

(3) Royalty or minimum royalties may be waived, suspended or reduced, royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that such action is necessary to promote the greatest ultimate recovery of the resources and in the interest of conservation of natural resources, or is necessary, in his judgment, to encourage the greatest recovery of [illegible] 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 all royalty, rental, or other payments to the lessor, to the credit of the Bureau of Land Management at the appropriate depository and furnish evidence thereof (30 CFR 221.12). If there is no well on the leased lands capable of production of oil or gas in paying quantities, the lessee on or before the anniversary date of this lease may pay or tender the annual rental and notwithstanding any failure to do so this lease shall not automatically terminate if any such 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 lands; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including those relating to [illegible] gas waste, [illegible] royalties due as based on [illegible] and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements.* [illegible] such times and in such form as the lessor may prescribe, [illegible] records showing the amounts and quality of [illegible] removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost, and showing development work and improvements on the leased [illegible] such report with respect to the lessee's interests, [illegible] basis.

(h) [illegible] records, [illegible] during usual business hours, [illegible] information [illegible] in force concerning the [illegible] granted by the lessor [illegible] and to furnish the [illegible] the lessee's [illegible] All [illegible] statements [illegible] the amount of [illegible] sold by the purchaser and the [illegible] of the lease.

[illegible] for the inspection of any [illegible] the lessee [illegible] surety, and [illegible] and all books [illegible] to operations [illegible] information [illegible] or under the lease. All [illegible] of the lessee shall be [illegible] by the [illegible] until the expiration [illegible]

(i) *Conformity with regulations.* To comply with the applicable [illegible] and to conform with the orders or instructions of the Secretary of the Interior [illegible] prevention of waste of oil or gas or the [illegible] containing oil, gas, or water [illegible] for the protection of other mineral deposits, for the [illegible] of the property for [illegible] for the safety of workmen [illegible] and for the [illegible] of wells drilled in accordance with the provisions of this lease [illegible] prior lease or permit upon which the rights to this lease [illegible] before abandoning the [illegible] to the satisfaction [illegible] reasonable orders of the lessor [illegible] relative to the matters [illegible] such, and that no [illegible] of the lessee as to the [illegible] shall excuse the lessee from [illegible] and to accept such [illegible] of such orders as the lessor may [illegible]: *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond the lessee's control.

(j) *Taxes and liens.*—To pay when due, all taxes lawfully assessed and levied under the laws of the State or the United States upon [illegible] and gas produced from the lands hereunder, or upon the [illegible] 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.

(k) *Notice; compliance [illegible].*—In connection with the performance of work under this [illegible] 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 section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will [illegible] of Executive Order No. [illegible] 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. [illegible] of September 24, 1965, and by the rules, regulations, and orders of the said Secretary, or pursuant thereto, and will permit access to his books, records, and accounts by the Agency Contracting Officer 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 lease or with any of such rules, regulations, or orders, this lease 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. [illegible] of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. [illegible] 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 [illegible] (1) through (6) in every [illegible] unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. [illegible] of September 24, 1965, so that such provisions will be binding upon each [illegible] The lessee will take such action with respect to any [illegible] as may be directed by the Secretary of Labor 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 [illegible] as a result of such direction by the Secretary of Labor, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(l) *Preference to domestic [illegible].*—[illegible] of reasonable value and [illegible] discrimination [illegible] of contracting [illegible] in the [illegible] of [illegible] the [illegible] [illegible] [illegible]

[redacted] [redacted] [redacted]

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 canals, 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 replace 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. It is understood 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

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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 true and correct copy
of the record on file
NOV 1 0 1973
BUREAU OF LAND MANAGEMENT

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 [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)

GPO 844-923

CERTIFIED
[illegible]
[illegible] 1973

[redacted] [redacted] [redacted]

RECEIVED
Bureau of Land Management
Land Office
Cheyenne, Wyoming
DEC 12 1968
AM 7 8 9 10 11 12 1 2 3 4 5 6 PM

W 16414

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.

Carl M. Hollenhammer — Dec. 12, 1968
SIGNATURE — DATE

170714

RECORDED December 19 19 78 8:00 A M
IN BOOK 57 Oil & Gas PAGE 42
FEES $12.00 Pat O'Hare COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

CERTIFIED
A true and correct copy
of this document
is on file
NOV 16 1978
BUREAU OF LAND MANAGEMENT

047

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
W-18098
TO BE FILLED IN BY LAND OFFICE
Effective Date of Base Lease
5-1-69
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

Melvin Wolf
311 South Magnolia Street
Denver, Colorado 80222

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 5: SW¼NE¼, W½SE¼
Section 8: W½
Section 18: NE¼, NE¼NW¼, E½SE¼
Section 19: E½NE¼

Containing 800.00 acres, more or less.
Sublette County, Wyoming

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%

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

4a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of the Instructions; specify percentage)*
Two percent (2%)

b. What overriding royalties or production payments, if any, were previously reserved? *(percentage only)* NONE

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

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

Executed this 22nd day of March, 1969

Melba J. Shockley
(Assignor's Signature)

P. O. Box 291
North Bend, Oregon
(Assignor's Address)

Melba J. Shockley

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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. 170715

CERTIFIED
A true and correct copy
of the original filed herein
JUN 26 1969
[illegible]

RECORDED December 19 1978 8:00 AM
IN BOOK 57 Oil & Gas PAGE 11
FEES $ 8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Assignment approved effective JUN 1 1969

Date approved JUN 24 1969

By [illegible]
(Authorized Officer)

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

"ACTING MANAGER, OIL & GAS"
(Title)

NOTE: [illegible] may be reproduced, provided that the form is [illegible] exact reproduction of the sheet of [illegible]

RIDER

In the event that Assignee desires to relinquish the herein described lease as to all or any part of the acreage covered thereby, Assignee shall notify Assignor by certified mail thirty (30) days prior to the next accruing rental date under said oil and gas lease of Assignee's desire to relinquish said oil and gas lease. Assignor shall then have the right for a period of fifteen (15) days after the receipt of such notification in which to request in writing to Assignee that said oil and gas lease be reassigned, and Assignee shall then execute an assignment of oil and gas lease to Assignor or designee.

REQUEST FOR [redacted] AL OF ASSIGNMENT

Assignee hereby re[redacted]proval of assignment [redacted]

1a. Is the assignee over 21 years of age *and* a citizen of the United States? [X] Yes [ ] No

b. Is the assignee a corporation or other legal entity? [ ] Yes [X] No *(If "yes," specify kind)*

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

2. Is the assignee the sole party in interest in this assignment? [X] Yes [ ] No *(If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)*

3. Is the filing fee of $10 attached? [X] Yes [ ] No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

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

Executed this 26th day of May, 1969

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

[signature]
(Assignee's Signature)

CERTIFIED [illegible] parative copy [illegible] on file

311 South Magnolia Street
Denver, Colorado 80222
(Address)

[illegible] 1973

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 22nd day of March, 1969, personally appeared Melba J. Shockley

and

to 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 November 20, 1972

[signature]
Notary Public

INSTRUCTIONS

1. [illegible] This form is to be used only for assignment of record title interests in oil and gas leases. It [illegible] be used for assignments of working or royalty interest, [illegible] 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) manually executed counterparts thereof, together with any required bond and proof of the qualifications 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 [illegible] assignment.

2. [illegible] Assignee [illegible] whether [illegible] he is over the age of 21 [illegible] 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: [illegible] 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. [illegible] 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. [illegible] royalties [illegible] payments out of production. Any overriding royalties or payments out of production reserved 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 and 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. [illegible] either the assignment [illegible] except as provided under the regulations 43 CFR [illegible] oil and gas leases are governed by the regulations [illegible] assignments of such leases [illegible]

6. A copy of the executed lease [illegible] this assignment [illegible] made [illegible] to the assignee [illegible]

GPO

[redacted] [redacted] [redacted]

ABSTRACT OF AGREEMENT

This is an abstract of a Gas Purchase Agreement dated [illegible] 6, 19[illegible], by and between Colorado Interstate Gas Company, Post Office Box 1087, Colorado Springs, Colorado 80944, as Buyer, and Exxon Corporation, Post Office Box 2180, Houston, Texas 77001, as Seller.

The property affected by said Gas Purchase Agreement is described on the exhibit which is attached hereto and made a part hereof and for convenience is designated as Exhibit "B."

The effect of the Gas Purchase Agreement is that the Seller agrees to sell and deliver and the Buyer agrees to purchase and receive natural gas produced from the gas leases and gas rights described in said Exhibit "B" for a period of 10 years.

Colorado Interstate Gas Company will provide a copy of the Gas Purchase Agreement, without cost, upon request.

This Abstract of Agreement is executed as of the [illegible] day of [illegible], 1978.

ATTEST:

[illegible]
Assistant Secretary

COLORADO INTERSTATE GAS COMPANY

By Clyde E. Milligan
Clyde E. Milligan
Vice President
BUYER

ATTEST:

Assistant Secretary

EXXON CORPORATION

By W. Ray Booth

W. RAY BOOTH
(Print or type name)

Assistant General Manager
Natural Gas Department
Exxon Company, U.S.A.
(a Division of Exxon Corporation)
(Print or type title)

SELLER

APPROVED

170733

RECORDED Dec 20 1978 8:00 A M
IN BOOK 57 Misc. PAGE 50
FEES $ 8.00 Tina D. Yoder COUNTY CLERK
CAMPBELL COUNTY, GILLETTE, WYOMING
by D. McClure

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Be it remembered, that on this 26 day of October, 19 71, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came [illegible], ____ President of COLORADO INTERSTATE GAS COMPANY, a Delaware corporation, who is personally known to me to be such officer, and who is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

In testimony whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

[illegible]
Notary Public

My commission expires:

My commission expires August 20, 1972

STATE OF _____)
) ss.
COUNTY OF _____)

Be it remembered, that on this _____ day of _____, 19___, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came W. RAY BOOTH, ASSISTANT GENERAL MANAGER, NATURAL GAS OPERATIONS, EXXON COMPANY, U.S.A. ~~President of~~ _____ ~~a corporation~~, who is personally known to me to be such officer, and who is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

In testimony whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

_____
Notary Public

My commission expires:

_____

SCHEDULE OF COMMITTED ACREAGE

Exhibit "B" #8595

Sublett County, Wyoming

Field Fogarty Creek Unit

LEASE NUMBER	LEASE OWNER	LEASE NAME	DESCRIPTION				WORKING INTEREST (Percent)	GROSS ACRES COMMITTED
			SEC.	TWP.	RGE.	PARCEL		
623177			17	28N	114W	Lots 1, 2, 3, Lots 5 through 11 and Lot 20	50	406.81
623176			17	28N	114W	Lot 4	50	40.13
607956			20	28N	114W	Lot 1 and Lots 6 through 20	50	578.08
608695			21	28N	114W	W/2 of SW/4 and SE/4 of SW/4	50	120.00
607954			24	28N	115W	E/2	100	320.00
608695			8 5	28N	114W	Lots 2 through 20 Lots 9, 10, 11, and 14 through 19	50	942.24

C53

871

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING UNITED STATES OIL AND GAS LEASE W-22099

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That DONALD D. BRUCE

....., 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
InterMountain Exploration, Inc.	Suite 612 American National Bank Bldg. Denver, Colorado 80202	1%

RECORDED DEC 12 1978 AT 9:4 M.
IN BOOK 196 PAGE 814 GREEN RIVER, WYO.
NO. 779076 ALBERT B. PESCO, COUNTY CLERK

RECEIVED
Sublette County Clerk
Green River, Wyo.

Being in all a total of an undivided one per cent (1%)

..... overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

T. 36 N., R. 114 W., 6th Prin. Mer.
Sec. 20: All
Sec. 30: Lots 1,2,3,4, E½, E½W½
Sec. 31: Lots 1,2,3,4, E½, E½W½

170757

RECORDED Dec 21 1978 1:15 PM
IN BOOK 57 Oil & Gas PAGE 53
FEES $4.00 Ed Lake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Containing 1887.04 acres, more or less.

WITNESS our hands this 21st day of December, 1978

Witnesses:

.....

.....

Donald D. Bruce
DONALD D. BRUCE

.....

STATE OF COLORADO
CITY & COUNTY OF DENVER } ss.

On the ..... day of ....., 19..., before me personally appeared Donald D. Bruce the signor of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires:
My Commission Expires June 5, 1973

.....
Notary Public

Residing in .....

[redacted] [redacted] [redacted]

779076

ASSIGNMENT OF OPERATING RIGHTS AT DEEP DEPTHS

056

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned BARBARA DAVIS, with offices at 410 Seventeenth Street, Denver, Colorado 80202, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00) and other good and valuable consideration, receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto:

MARVIN DAVIS
SUITE 1400
410 SEVENTEENTH STREET
DENVER, COLORADO 80202

hereinafter called "Assignee", an undivided 12.50% Interest, subject to the provisions hereinafter set forth, in and to the operating rights under the following described oil and gas leases covering lands situated in Sublette County, Wyoming, which are specifically described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, INSOFAR AND ONLY INSOFAR AS SAID LEASES ON THE SCHEDULE ARE LIMITED TO FROM 11,928 FEET AS DRILLED IN DAVIS OIL COMPANY's #1 BACON RIDGE UNIT WELL LOCATED IN THE SW¼ OF SECTION 33; TOWNSHIP 35 NORTH, RANGE 114 WEST, SUBLETTE COUNTY, WYOMING, TO ALL DEPTHS.

THESE INTERESTS ARE FURTHER SUBJECT TO THEIR PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY AND THE FULL BURDEN SET OUT IN COLUMN 6 ON SAID EXHIBIT "A".

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 days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have fifteen days (15) 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 burdens, prior to the anniversary date of the lease.

IT IS UNDERSTOOD and agreed that this Assignment of Operating Rights is made without warranty of title either express or implied.

EXECUTED this 20th day of November, 1978.

BARBARA DAVIS, an individual

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

The foregoing instrument was acknowledged before me this 20th day of November, 1978, by BARBARA DAVIS, an individual.

Notary Public

My Commission Expires:
July 13, 1980

17059

RECORDED December 21 19 78 1:22 P M
IN BOOK 57 Oil & Gas PAGE 555
FEES $ 9.25
SUBLETTE COUNTY COUNTY CLERK

EXHIBIT A

Page 1

Sublette County, Wyoming

Davis Lease No.	Federal Number	Lessee	Date	Land Description	Full Burden Overriding Royalty Interests
D-6184	USA W-52395	Sally Curran	11-01-75	TOWNSHIP 35 NORTH, RANGE 114 WEST, 6th P. M. Section 28: All Section 29: E½ Section 32: E½ Section 33: All Section 34: W½	1.0%
D-6582-1	USA W-65847	A. Lansdale	7-01-76	TOWNSHIP 34 NORTH, RANGE 114 WEST, 6th P. M. Section 4: Lots 1, 2, 3, 4, S½N½, S½ Section 5: Lots 1, 2, S½NE¼, SE¼ Section 16: All Section 21: E½	1.0%
D-6636	USA W-56028	William Thomas	9-01-76	TOWNSHIP 34 NORTH, RANGE 114 WEST, 6th P. M. Section 1: Lots 1, 2, 3, 4, S½N½, S½ Section 12: E½ Section 15: All	1.0%
D-6636-1	USA W-60755	William Thomas	9-01-76	TOWNSHIP 34 NORTH, RANGE 114 WEST, 6th P. M. Section 22: All	1.0%
D-7134	USA W-56029	Beverly LaPiere	9-01-76	TOWNSHIP 34 NORTH, RANGE 114 WEST, 6th P. M. Section 10: All Section 11: All Section 12: W½	.875%
D-7242	USA W-52393	Michael P. Metcalf	11-01-75	TOWNSHIP 35 NORTH, RANGE 114 WEST, 6th P. M. Section 26: W½, SE¼ Section 35: All	1.0%
D-7242-1	USA W-60754	Michael P. Metcalf	11-01-75	TOWNSHIP 35 NORTH, RANGE 114 WEST, 6th P. M. Section 23: E½ Section 24: NW¼	1.0%

[redacted] CORR [redacted] [redacted]

ASSIGNMENT OF OPERATING RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned DAVIS OIL COMPANY, a Partnership, with offices at 410 Seventeenth Street, Denver, Colorado 80202, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00) and other good and valuable consideration, receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto:

MARVIN DAVIS
Suite 1400
410 Seventeenth Street
Denver, Colorado 80202

hereinafter called "Assignee", an undivided 12.50% Interest, subject to the provisions hereinafter set forth, in and to the operating rights under the following described oil and gas leases covering lands situated in Sublette County, Wyoming, which are specifically described in the schedule attached hereto, marked Exhibit "A" and made a part hereof.

AND, "Assignor" does hereby sell, assign, transfer and convey an undivided 9.3750% Interest, subject to the provisions hereinafter set forth, in and to the operating rights under the following described oil and gas leases covering lands situated in Sublette County, Wyoming, which are specifically described in the schedule attached hereto, marked Exhibit "B" and made a part hereof.

OPERATING RIGHTS SHALL BE CONSTRUED TO BE FROM THE SURFACE OF THE EARTH TO THE STRATIGRAPHIC EQUIVALENT OF 11,928 FEET AS DRILLED IN DAVIS OIL COMPANY's #1 BACON RIDGE UNIT WELL LOCATED IN THE SW¼ OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 114 WEST, SUBLETTE COUNTY, WYOMING, UNDER THE LEASES SET OUT ON EXHIBIT "B".

OPERATING RIGHTS SHALL BE CONSTRUED TO BE FROM THE SURFACE OF THE EARTH TO ALL DEPTHS UNDERTHE LEASES SET OUT ON EXHIBIT "A".

THESE INTEREST ARE FURTHER SUBJECT TO THEIR PROPORTIONATE SHARE OF THE LANDOWNER'S ROYALTY AND THE FULL BURDEN SET OUT IN COLUMN 6 ON SAID EXHIBIT "A" and "B".

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 days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have fifteen days (15) 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 burdens, prior to the anniversary date of the lease.

IT IS UNDERSTOOD and agreed that this Assignment of Operating Rights is made without warranty of title either express or implied.

This Assignment is in lieu of and not in addition to that certain Assignment dated November 14, 1978, between the same parties and is given solely to correct the word Assignee to Assignor in line one of Paragraph 3 and to clarify the depth restricition which shall be from the surface to all depths on leases set out on Exhibit "A" and from the surface to the depth of the well as captioned on the leases set out on Exhibit "B". In all other respects the assignment dated November 14, 1978, shall remain in full force and effect.

EXECUTED this 20th day of November, 1978.

DAVIS OIL COMPANY, A PARTNERSHIP

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

By Paul Messinger
Paul Messinger, Attorney in Fact

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

On this 20th day of November, 1978, before me, a Notary Public in and for said County and State, came the above named Paul Messinger, who is personally known to me to be the identical person whose name is affixed to the above instrument as Attorney in Fact of the said DAVIS OIL COMPANY, a Partnership, and he acknowledged that he executed the above instrument as his free and voluntary act and deed for himself and as the free and voluntary act and deed of the Partnership for the uses and purposes therein set forth.

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

S. Hakulow
Notary Public

SUBLETTE COUNTY NOTARY PUBLIC STATE OF COLORADO

My Commission Expires
June 4, 1980.

170760

RECORDED December 21, 1978 12:12 PM
IN BOOK 57 Oil & Gas PAGE 57
FEES $ 2.00 Dee Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Sublette County, Wyoming

Davis Lease No.	Federal Lease	Lessee	Date	Land Description	Full Burden of Overriding Royalty Interest
D-6021	USA W-52389	Edward Poitevent	11-01-75	TOWNSHIP 34 NORTH, RANGE 114 WEST, 6th P. M. Section 6: Lots 1, 2, 3, 4, 5, 6, 7, S½NE¼, SE¼NW¼, E½SW¼, SE¼	1.0%
D-6022-1	USA W-60647	Edward Poitevent	11-01-75	TOWNSHIP 34 NORTH, RANGE 114 WEST, 6th P. M. Section 21: S½NW¼, SW¼	1.0%
D-6108	USA W-7419-B	Esther Chorney	9-01-67	TOWNSHIP 34 NORTH, RANGE 114 WEST, 6th P. M. Section 13: W½	1.0%
D-6109	USA W-16861	Dorothy Chorney	2-01-69	TOWNSHIP 35 NORTH, RANGE 114 WEST, 6th P. M. Section 4: All Section 5: Lots 1, 2, S½NE¼, SE¼ Section 8: E½ Section 17: E½ TOWNSHIP 36 NORTH, RANGE 114 WEST, 6th P. M. Section 33: S½N½, S½	1.0%
D-6110	USA W-11749	Dorothy Chorney	6-01-68	TOWNSHIP 34 NORTH, RANGE 114 WEST, 6th P. M. Section 3: Lots 1, 2, 3, 4, S½N½, S½	1.0%
D-6385	USA W-53395	Hazel C. Stanley	2-01-76	TOWNSHIP 34 NORTH, RANGE 114 WEST, 6th P. M. Section 24: All Section 26: N½NE¼, E½NW¼, S½SE¼	1.0%
D-7243	USA W-52394	Andrew J. Kithas	11-01-75	TOWNSHIP 35 NORTH, RANGE 114 WEST, 6th P. M. Section 27: S½SW¼ Section 32: NW¼	1.75%

EXHIBIT "B"

Sublette County, Wyoming

Davis Lease No.	Federal Number	Lessee	Date	Land Description	Full Burden of Overriding Royalty Interest
D-7201	USA W-7420-B	Esther Chorney	9-01-67	TOWNSHIP 34 NORTH, RANGE 114 WEST, 6th P. M. Section 14: All	.75%
D-7201-1	USA W-60747	Esther Chorney	9-01-67	TOWNSHIP 34 NORTH, RANGE 114 WEST, 6th P. M. Section 23: All	.75%
D-7202	USA W-8018	A. G. Andrikopoulos	9-01-67	TOWNSHIP 35 NORTH, RANGE 114 WEST, 6th P. M. Section 25: Lots 1, 2, 3, 4, W½E½, W½ Section 36: Lots 1, 2, 3, 4, W½E½, W½	.5625%
D-7202-1	USA W-60748	A. G. Andrikopoulos	9-01-67	TOWNSHIP 35 NORTH, RANGE 113 WEST, 6th P. M. Section 19: Lot 4 Section 30: Lots 1, 2, 3, 4, E½W½, NE¼, SW¼SE¼, N½SE¼ TOWNSHIP 35 NORTH, RANGE 114 WEST, 6th P. M. Section 14: W½ Section 23: W½	.5625%
D-7294	USA W-8024	A. G. Andrikopoulos	9-01-67	TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th P. M. Section 6: Lots 3, 4, 5, 6, 7, SE¼NW¼, E½SW¼, SE¼, SE¼NE¼ Section 7: Lots 1, 2, 3, 4, E½W½, E½	.28125%
D-7294-1	USA W-60749	A. G. Andrikopoulos	9-01-67	TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th P. M. Section 9: S½NW¼, SW¼, S½SE¼ Section 15: W½NW¼, SE¼NW¼, SW¼NE¼, N½SW¼ TOWNSHIP 35 NORTH, RANGE 113 WEST, 6th P. M. Section 32: NE¼, NE¼SE¼ Section 33: NE¼, N½S½ Section 34: NW¼, N½S½	.28125%

Sublette County, Wyoming

Davis Lease No.	Federal Number	Lessee	Date	Land Description	Full Burden of Overriding Royalty Interest
D-7334	USA W-8135	A. G. Andrikopoulos	10-01-67	TOWNSHIP 35 NORTH, RANGE 113 WEST, 6th P. M. Section 31: Lots 1, 2, 3, 4, NE¼NW¼, SE¼SW¼	.5625%
D-7334-1	USA W-60750	A. G. Andrikopoulos	10-01-67	TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th P. M. Section 15: E½SE¼	.5625%
D-7335	USA W-8162	A. G. Andrikopoulos	10-01-67	TOWNSHIP 34 NORTH, RANGE 114 WEST, 6th P. M. Section 2: Lots 1, 2, 3, 4, S½NE¼, SE¼NW¼, S½ Section 13: E½ TOWNSHIP 35 NORTH, RANGE 114 WEST, 6th P. M. Section 27: E½, N½NW¼, SW¼NW¼ Section 34: E½	.46875%
D-7335-1	USA W-60751	A. G. Andrikopoulos	10-01-67	TOWNSHIP 35 NORTH, RANGE 114 WEST, 6th P. M. Section 22: All	.46875%
D-7338	USA W-60752	A. G. Andrikopoulos	1-01-68	TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th P. M. Section 5: SW¼, S½SE¼ Section 8: All Section 17: E½, N½NW¼, SE¼NW¼, S½SW¼	.65625%
D-7338-1	USA W-9574	A. G. Andrikopoulos	1-01-68	TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th P. M. Section 18: Lots 1, 2, NE¼NE¼	.65625%

(For use by Corporation)

Form 3106–5
(September 1970)
(formerly 3120–13)

Kintzel Printing Co.
134 N. CENTER
CASPER, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Wyo. 1569

FORM APPROVED
OFFICE OF MANAGEMENT &
BUDGET NO. 42-R1370

Serial No.
W-20593

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

LAND OFFICE USE ONLY
New Serial No.

1. American Nuclear Corporation
P. O. Box 1011
Laramie, Wyoming 82070

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* October 1, 1969, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Twp. 39 North, Range 110 West, 6th P.M., Sublette County, Wyoming
Section 4: SW¼ NW¼, W½ SW¼, SE¼ SW¼
containing 160 acres, more or less

3. What part of the record title interest is being conveyed to assignee? *(give percentage or share)* 50%

4. What part of the record title interest is being retained? 50%

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

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

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

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

Executed this 2nd day of January, 19 74.

ATTEST:

[redacted]
Assistant Secretary

CHAMPLIN PETROLEUM COMPANY

By [redacted]
Vice-President

P. O. Box 9365, Fort Worth, Texas 76107
(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:

170761

SAME LAND DESCRIPTION AS ITEM 2

RECORDED Dec 21, 19 78 12:30 P.M.
IN BOOK 57 Oil & Gas PAGE 62
FEES [illegible]
SUBLETTE COUNTY CLERK

Assignment approved effective MAY 1 1974

By [redacted]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JUL 15 1974
(Date)

[redacted]

PART II

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age *and* a citizen of the United States? X Yes ___ No

b. Is the assignee a corporation or other legal entity? X Yes ___ No *(If "yes," specify kind)*

Corporation

c. If a corporation, attach qualifications or if already on file, give serial number of case file Serial Reference No. W-10221

2. Is the assignee the sole party in interest in this assignment? X Yes ___ No *(If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Specific Instructions, Part II, Item 2)*

3. Is the filing fee of $10 attached? X Yes *(See General Instructions, Item 2)*

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same state; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

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

Executed this 1st day of April, 19 74

AMERICAN NUCLEAR CORPORATION

By _____
(Assignee's Signature)

John C. Ferguson, Executive Vice President

P. O. Box 1011, Laramie, Wyoming 82070
(Address, include zip code)

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

GENERAL INSTRUCTIONS

1. *Use of form* — Use only for assignment of record title interest in oil and gas leases. [illegible] Where more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment. An assignment of record title may only cover lands in one lease.

2. *Filing and number of copies* — File three (3) manually signed copies in the proper land office. Manually signed copies only. A $10 nonrefundable filing fee, required by law, and proof of qualifications of assignee to take part in oil and gas lease must accompany assignment. File assignment within ninety (90) days after date of final execution.

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

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

5. *Effect of assignment* — Upon approval of assignment assignee becomes lessee of the Government as to the assigned interest and is responsible for compliance with all lease terms and conditions, including timely payment of annual rental and maintenance of bond, if required.

Approval of an assignment of part of the record lease creates separate leases out of the assigned and the retained portion. But there is no change in either the primary term or terms of such leases except as provided under the regulations 43 CFR 3135. Oil and gas leases are governed by the regulations 43 CFR 3100, of which Section 3106 relates to assignments of such leases or interests therein.

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

SPECIFIC INSTRUCTIONS

Items not specified are self-explanatory.

PART I

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

PART II

1. *Qualifications of assignee*

(a) Assignee must indicate whether or not he is over 21 years of age and a citizen of the United States.

(b) If assignee is an unincorporated association (including a partnership) assignment must be accompanied by a statement giving the same kind of information as to citizenship and holdings of its members as is required of an individual.

(c) If assignee is a corporation it must submit a statement showing the information called for by 43 CFR 3102.1 (a) and (b) and 3102.2 (a) and (b), as well as a statement as to the number of shares and kind and class of stock held by each of its stockholders, the amount paid or to be paid for the stock, and the consideration therefor. If any part of the stock is owned or controlled by or on behalf of any one stockholder, a statement as to his interest and business must be furnished. Where ownership of the corporation's stock changes after the date of the list last filed, a supplemental list showing such changes must be filed. If no changes have occurred during the year, a statement to that effect must be filed with the proper officer of the corporation. Failure to file such lists or statements may result in suspension of operations and production under the lease. If assignee is a subsidiary of another corporation, the parent corporation should also file a statement showing its place of incorporation and the name of the State in which it is authorized to do business. Where ownership has previously been furnished, reference by serial number to the case file where it was filed, together with a statement as to any changes since that time, will be sufficient. As to qualifications of assignee, there must be full compliance with the regulations 43 CFR 3102.

2. *Statement of interests* — Assignee must indicate whether or not he is the sole party in interest in the assignment. If not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee must state the nature and extent of the interest of each, the agreements, if any, between them, if oral, and a copy of agreements, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed not later than fifteen (15) days after filing assignment.

Kintzel Printing Co
164 N. CENTER
CASPER, WYOMING

State of TEXAS }
County of TARRANT } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 2nd day of January, A. D. 19 74, before me personally appeared D. O. CHURCHILL, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of CHAMPLIN PETROLEUM COMPANY and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said D. O. CHURCHILL acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 2nd day of January, A. D. 19 74

(SEAL)

My Commission expires _____

_____
Notary Public.

063

(For use by Corporation)

Wyo. 1569

Form 3106–5
(September 1970)
(formerly 3120–13)

Kintzel Printing Co.
134 N. CENTER
CASPER, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

FORM APPROVED
OFFICE OF MANAGEMENT &
BUDGET NO. 42-R1599

Serial No.
W-20593

LAND OFFICE USE ONLY
New Serial No.

1. David A. Moore
1285 South Jay
Denver, Colorado 80226

The undersigned, as owner of 50 percent of record title of the above-designated oil and gas lease issued effective *(date)* October 1, 1969, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Twp. 39 North, Range 110 West, 6th P.M., Sublette County, Wyoming
Section 4: $SW\frac{1}{4}$ $NW\frac{1}{4}$, $W\frac{1}{2}$ $SW\frac{1}{4}$, $SE\frac{1}{4}$ $SW\frac{1}{4}$
containing 160 acres, more or less

3. What part of the record title interest is being conveyed to assignee? *(give percentage or share)* 50%

4. What part of the record title interest is being retained? None

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

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

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

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

Executed this 7th day of February, 19 74.

ATTEST:

Assistant Secretary

CHAMPLIN PETROLEUM COMPANY

By
Vice-President

P. O. Box 9365, Fort Worth, Texas 76107
(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

370762

Assignment approved as to the lands described below:

RECORDED December 31 1974 2:13 P.M.
IN BOOK 57 Oil & Gas PAGE 64
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK

SAME LAND DESCRIPTION AS ITEM 2

MAY

Assignment approved effective [redacted] 1 1974

By
(Authorized Officer)

Gas Section
(Title)

JUL 15 1974
(Date)

[redacted] [redacted] [redacted]

PART II

REQUEST FOR APPROVAL OF ASSIGNMENT

Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age *and* a citizen of the United States? [X] Yes [ ] No

b. Is the assignee a corporation or other legal entity? [ ] 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 Specific Instructions, Part II, Item 2)*

3. Is the filing fee of $10 attached? [X] Yes *(See General Instructions, Item 2)*

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same state; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

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

Executed this 1st day of March, 1974

Earl B. Austin
(Assignee's Signature)

1285 South Jay
Denver, Colorado 80226
(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, subleases, etc.* Where more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment. An assignment of record title may only cover lands in one lease.

2. *Filing and number of copies* – File three (3) completed copies in the proper land office. Manually sign each copy. A $10 nonrefundable filing fee, required bond, and proof of qualifications of assignee to take and hold an oil and gas lease must accompany assignment. File assignment within ninety (90) days after date of final execution.

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

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

5. *Effect of assignment* – Upon approval of assignment, assignee becomes lessee of the Government as to the assigned interest and is responsible for compliance with all lease terms and conditions, including timely payment of annual rental and maintenance of bond, if required.

Approval of an assignment of part of the present lands creates separate leases out of the assigned and the retained portion but there is no change in either the anniversary date or terms of such leases *except* as provided under the regulations 43 CFR 3107. Oil and gas leases are governed by the regulations 43 CFR 3100, of which Section 3106 relates to assignments of such leases or interests therein.

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

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

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

PART II

1. *Qualifications of assignee*

(a) Assignee must indicate whether or not he is over 21 years of age and a citizen of the United States.

(b) If assignee is an unincorporated association (including a partnership), assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as is required of an individual.

(c) If assignee is a corporation, it must submit a statement containing the following information: (1) State in which it was incorporated, (2) that it is authorized to hold oil and gas leases; (3) that officer executing assignment is authorized to act on behalf of the corporation in such matters, and (4) percentage of voting stock and percentage of all stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's qualifications and stock ownership has previously been furnished, reference by serial number of record in which it was filed, together with a statement as to any amendments, is sufficient. As to qualifications of assignee, there must be full compliance with the regulations 43 CFR 3102.

2. *Statement of interests* – Assignee must indicate whether or not he is the sole party in interest in the assignment, if not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral, and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed not later than fifteen (15) days after filing assignment.

Kimtzel Printing Co
104 N. CENTER
CASPER, WYOMING

ACKNOWLEDGMENT (For use by Corporation)

State of TEXAS }
County of TARRANT } ss.

On this 7th day of February, A. D. 19 74, before me personally appeared EARL B. AUSTIN, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of CHAMPLIN PETROLEUM COMPANY and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said EARL B. AUSTIN acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 7th day of February, A. D. 19 74

(SEAL)

SALLY BALDWIN
NOTARY PUBLIC IN AND FOR
TARRANT COUNTY, TEXAS
MY COMMISSION EXPIRES JUNE 1, 1975

Sally Baldwin
Notary Public.

My Commission Expires

Form 3106–5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No.
W-20593

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

David A. Moore
1285 South Jay
Denver, Colorado 80226

The undersigned, as owner of 50 percent of record title of the above-designated oil and gas lease issued effective *(date)* October 1, 1969, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Twp. 39 North, Range 110 West, 6th P.M., Sublette County, Wyoming
Section 4: SW¼ NW¼, W½ SW¼, SE¼ SW¼
containing 160 acres, more or less

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 50%

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

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

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.

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

Executed this 2nd day of April, 1974

AMERICAN NUCLEAR CORPORATION

By _____
(Assignor's Signature)
Executive Vice President

P. O. Box 1011
(Assignor's Address)

Laramie, Wyoming 82070
(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 L 70763

Assignment approved as to the lands described below:

RECORDED Dec. 1 1974 at 10:45 A.M.
IN BOOK 52 Oil & Gas PAGE 66
FEES 6.00 PAID
SUBLETTE COUNTY CLERK

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective MAY 1 1974

By _____
(Authorized Officer)

Chief
Gas Section
(Title)

NOTE: This [redacted] is signed [redacted] [redacted]

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is [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 [redacted] day of [redacted], 19[redacted]

[redacted]
(Assignee's Signature)

David A. Moore
1285 South Jay
Denver, Colorado 80226

(Address, include zip code)

NOTE: 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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

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 fifte[redacted] (15) days [redacted]

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

Serial Number
WY-20593

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease
October 1, 1969

New Serial Number

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

(name) D. A. Moore and Beverly J. Moore in equal shares ~~as tenants-in-common, not as joint tenants,~~ with right of survivorship.

(address) 1285 South Jay, Denver, Colorado 80226

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)

Twp. 39 North, Range 110 West, 6th P.M., Sublette County, Wyoming

Section 4: SW¼ NW¼, W½ SW¼, SE¼ SW¼

containing 160 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)* none

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

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

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 29 day of December, 19 76

PUBLIC
DAVID A. MOORE
COLO.

(Assignor's Signature)

1285 South Jay
(Assignor's Address)

Denver, Colorado 80226

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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: 170764

SAME LAND DESCRIPTION AS ITEM 1.

RECORDED December 21 1976 11:22 A.M.
IN BOOK 57 Oil & Gas PAGE 68
FEES $6.00 Lavel Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Assignment approved effective APR 1 1977

Date approved MAR 23 1977

By _____
(Authorized Officer)

(Title)

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

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

[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 28 day of December, 19 76

(Assignee's Signature)
D. A. Moore, Beverly J. Moore

with acknowledgment added

(Address)
~~1865 South Jay, Denver, Colorado 80226~~

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 COLORADO }
COUNTY OF JEFFERSON } 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 December, 19 76, personally appeared DAVID A. MOORE and , to me known to be the identical person..., described in and who executed the within and foregoing instrument of writing and acknowledged to me that ..he.. duly executed the same as ..his.. free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires [illegible]

Notary Public...

070

(For use by Corporation)

Form 3106-5
(September 1970)
(formerly 3120-13)

Kintzel Printing Co.
114 N. CENTER
CASPER, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Wyo. 1568

FORM APPROVED
OFFICE OF MANAGEMENT &
BUDGET NO. 42-R1560

Serial No.
W-20594

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

LAND OFFICE USE ONLY
New Serial No.

1. American Nuclear Corporation
P. O. Box 1011
Laramie, Wyoming 82070

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* December 1, 1969, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Twp. 39 North, Range 110 West, 6th P.M., Sublette County, Wyoming
Section 5: All
Section 6: All
Section 8: All
containing 1905.80 acres, more or less

3. What part of the record title interest is being conveyed to assignee? *(give percentage or share)* 50%

4. What part of the record title interest is being retained?
50%

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

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

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

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

Executed this 2nd day of January, 1974.

ATTEST:

[redacted]
Assistant Secretary

CHAMPLIN PETROLEUM COMPANY

By [redacted]
Vice-President

P. O. Box 9365, Fort Worth, Texas 76107
(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 170705

Assignment approved as to the lands described below:

RECORDED Dec 31 1973 11:23 AM
IN BOOK 57 Oil & Gas PAGE 70
FEES 6.00 Rec/Check
SUBLETTE COUNTY CLERK
COUNTY CLERK

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective MAY 1 1974

By [redacted]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JUL 1974

[redacted] [redacted] [redacted]

PART II

REQUEST FOR APPROVAL OF ASSIGNMENT

Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age *and* a citizen of the United States? [X] Yes [ ] No

b. Is the assignee a corporation or other legal entity? [X] Yes [ ] No *If "yes," specify kind*

Corporation

c. If a corporation, attach qualifications or if already on file, give serial number of case file Serial Reference No. W-10221

2. Is the assignee the sole party in interest in this assignment? [X] Yes [ ] No *If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Specific Instructions, Part II, Item 2*

3. Is the filing fee of $10 attached? [X] Yes *(See General Instructions, Item 2)*

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same state; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

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

Executed this 1st day of April, 1974

AMERICAN NUCLEAR CORPORATION

By _____
(Assignee's Signature)

John C. Ferguson, Executive Vice President

P. O. Box 1011, Laramie, Wyoming 82070
(Address, include zip code)

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

GENERAL INSTRUCTIONS

1. *Use of form* – Use only for assignment of record title interest in oil and gas leases. [illegible] assignments of working or royalty interests, overriding royalties, or subleases. Where more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment. An assignment of record title may only cover lands in one lease.

2. *Filing and number of copies* – File three (3) completed copies in the proper land office. Manually sign each copy. A $10 nonrefundable filing fee, required bond, and proof of qualification of assignee to take and hold an oil and gas lease must accompany assignment. File assignment within ninety (90) days after date of final execution.

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

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

5. *Effect of assignment* – Upon approval of assignment assignee becomes lessee of the Government as to the assigned interest and is responsible for compliance with all lease terms and conditions including timely payment of annual rental and maintenance of bond, if required.

Approval of an assignment of part of the leased lands creates separate leases out of the assigned and retained portion but there is no change in either the commencement date or terms of such leases as may otherwise be provided under the regulations 43 CFR 3135. Oil and gas leases are governed by the regulations 43 CFR 3100, of which Subpart 3106 relates to assignments of such leases or interests therein.

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

SPECIFIC INSTRUCTIONS

Items not executed are self-explanatory.

PART I

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

PART II

1. *Qualifications of assignee*

(a) Assignee must indicate whether or not he is over 21 years of age and a citizen of the United States.

(b) If assignee is an unincorporated association (including a partnership), assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as is required of an individual.

(c) If assignee is a corporation, it must also furnish the following information: (1) state in which it was incorporated; (2) that it is authorized to hold oil and gas leases; (3) that officer is duly authorized to act on behalf of the corporation; and (4) [illegible] shares of voting stock and percentage [illegible] owned by aliens or aliens having a [illegible] If 10 percent or more of the stock of any class is owned or controlled by [illegible] a separate showing of his citizenship and holdings as of the date of assignment. Where evidence of the corporation's qualification and stock ownership has previously been furnished in connection with some other case, reference to serial number of record in which it was filed, together with a statement as to any changes, is sufficient. For [illegible] of assignee, there must be full compliance with the regulations 43 CFR 3102.

2. *Statement of interests* – Assignee must indicate whether or not he is the sole party in interest in the assignment, if not, assignee must submit at time assignment is filed, a 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 acknowledged, giving the nature and extent of the interest of each, the nature [illegible] agreement between them, if any, and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such [illegible] interests. Separate statements and written agreements, if any, must be filed not later than fifteen (15) days after filing assignment.

Knight Printing Co.
CASPER, WYOMING

State of TEXAS }
County of TARRANT } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 2nd day of January, A. D. 19 74, before me personally appeared D. O. CHURCHILL, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of CHAMPLIN PETROLEUM COMPANY and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said D. O. CHURCHILL acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 2nd day of January A. D. 19 74

(SEAL)

KATHRYN L. [illegible]
NOTARY PUBLIC IN AND FOR
TARRANT COUNTY, TEXAS

My Commission expires [illegible] 1975

_____
Notary Public.

C72

72

(For use by Corporation)

Wyo. 1568

Form 3106–5
(September 1970)
(formerly 3120–13)

Kimtzel Printing Co.
134 N. CENTER
CASPER, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OFFICE OF MANAGEMENT &
BUDGET NO 42–R1599

Serial No.
W-20594

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

LAND OFFICE USE ONLY
New Serial No.

1. David A. Moore
1285 Jay Street
Denver, Colorado 80226

The undersigned, as owner of 50 percent of record title of the above-designated oil and gas lease issued effective *(date)* December 1, 1969, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Twp. 39 North, Range 110 West, 6th P.M., Teton County, Wyoming
Section 5: All
Section 6: All
Section 8: All
containing 1905.80 acres, more or less

3. What part of the record title interest is being conveyed to assignee? *(give percentage or share)* 50%

4. What part of the record title interest is being retained? None

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

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

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

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

Executed this 7th day of February, 1974.

ATTEST:

[signature]
Assistant Secretary

CHAMPLIN PETROLEUM COMPANY

By [signature]
Vice-President

P. O. Box 9365, Fort Worth, Texas 76107
(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:

RECORDED December 31 1974 12:30 P.
IN BOOK 57 Oil & Gas PAGE 72
FEES 6.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK

SAME LAND DESCRIPTION

Assignment approved effective MAY 1 1974

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JUL 11 1974
(Date)

[redacted] in accordance with the provisions of 43 CFR 3106 [redacted] production [redacted]

PART II

REQUEST FOR APPROVAL OF ASSIGNMENT

Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age *and* a citizen of the United States? X Yes ___ No

b. Is the assignee a corporation or other legal entity? ___ 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 Specific Instructions, Part II, Item 2)*

3. Is the filing fee of $10 attached? X Yes *(See General Instructions, Item 2)*

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same state; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

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

Executed this 14 day of March, 1974

(Assignee's Signature)

1289 South Jay

Denver, Colorado 80226

(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, subleases.* Where more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment. An assignment of record title may only cover lands in one lease.

2. *Filing and number of copies* – File three (3) completed copies in the proper land office. Manually sign each copy. A $10 nonrefundable filing fee, required bond, and proof of qualifications of assignee to take and hold an oil and gas lease must accompany assignment. File assignment within ninety (90) days after date of final execution.

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

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

5. *Effect of assignment* – Upon approval of assignment, assignee becomes lessee of the Government as to the assigned interest and is responsible for compliance with all lease terms and conditions, including timely payment of annual rental and maintenance of bond, if required.

Approval of an assignment of part of the leased lands creates separate leases out of the assigned and the retained portion but there is no change in either the anniversary date or terms of such leases *except* as provided under the regulations 43 CFR 3107. Oil and gas leases are governed by the regulations 43 CFR 3100, of which Section 3106 relates to assignments of such leases or interests therein.

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

SPECIFIC INSTRUCTIONS

Items not specified are self-explanatory.

PART I

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

PART II

1. *Qualifications of assignee*

(a) Assignee must indicate whether or not he is over 21 years of age and a citizen of the United States.

(b) If assignee is an unincorporated association (including a partnership), assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as is required of an individual.

(c) If assignee is a corporation, it must submit a statement containing the following information: (1) State in which it was incorporated, (2) that it is authorized to hold oil and gas leases, (3) that officer executing assignment is authorized to act on behalf of the corporation in such matters, and (4) percentage of voting stock and percentage of all stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's qualifications and stock ownership has previously been furnished, reference by serial number of record in which it was filed, together with a statement as to any amendments, is sufficient. As to qualifications of assignee, there must be full compliance with the regulations 43 CFR 3102.

2. *Statement of interests* – Assignee must indicate whether or not he is the sole party in interest in the assignment, if not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral, and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed not later than fifteen (15) days after filing assignment.

Kintzel Printing Co
136 N. CENTER
CASPER, WYOMING

ACKNOWLEDGMENT (For use by Corporation)

State of TEXAS }
County of TARRANT } ss.

On this 7th day of February, A. D. 19 74, before me personally appeared EARL B. AUSTIN, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of CHAMPLIN PETROLEUM COMPANY and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said EARL B. AUSTIN acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 7th day of February, A. D. 19 74

SALLY BALDWIN
NOTARY PUBLIC IN AND FOR
TARRANT COUNTY, TEXAS
MY COMMISSION EXPIRES JUNE 1, 1975

Sally Baldwin
Notary Public.

(SEAL)

My Commission expires

C28

Form 3106–5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No.
W-20594

LAND OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

David A. Moore
1285 South Jay
Denver, Colorado 80226

The undersigned, as owner of 50 percent of record title of the above-designated oil and gas lease issued effective *(date)* December 1, 1969, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Twp. 39 North, Range 110 West, 6th P.M., Sublette County, Wyoming
Section 5: All
Section 6: All
Section 8: All
containing 1905.80 acres, more or less

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 50%

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

a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* 5% proportionately reduced
b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* None

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

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

Executed this 2nd day of April, 19 74

AMERICAN NUCLEAR CORPORATION

By _____
(Assignor's Signature)
Executive Vice President

P. O. Box 1011
(Assignor's Address)

Laramie, Wyoming 82070
(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:

170767

RECORDED December 31 1974 AT 12:30 P.M.
IN BOOK 57 Oil & Gas PAGE 74
FEES 6.00 Paul Yoke COUNTY CLERK
SUBLETTE COUNTY CLERK

SAME LAND [illegible] 2

Assignment approved effective MAY 1 [illegible]

By _____
(Authorized Officer)

Chief, Oil &
Gas Section

JUL
(Title)

NOTE: This [illegible] approved provided that copies are in ac[illegible] with the provisions [illegible]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is [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.

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 7th day of May, 19 87

(Assignee's Signature)

David A. Moore
1285 South Jay
Denver, Colorado 80226

(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 fifte[illegible] (15) days after [illegible]

(76)

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
WY-20594

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease
December 1, 1966

New Serial Number

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

(name) D. A. Moore and Beverly J. Moore in equal shares ~~as tenants-in-common, not as joint tenants,~~ with right of survivorship.

(address) 1265 South Jay, Denver, Colorado 80226

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)

Twp. 39 North, Range 110 West, 6th P.M., Sublette County, Wyoming

Section 5: Lots 1,2,3,4, S½ N½, N½ SW¼, SE¼ SW¼, SE¼
Section 6: Lot 1, S½ NE¼
Section 8: E½NE¼, N½ NE¼

containing 796.64 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)*

none

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

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

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 22nd day of December, 19 76

(Assignor's Signature)

~~1265 South Jay~~
(Assignor's Address)

Denver, Colorado 80226

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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: 170768

SAME LAND DESCRIPTION AS ITEM 1

RECORDED December 31, 1976 12:30 P.M.
IN BOOK 57 Oil & Gas PAGE 76
FEES $ 6.00 Lola D. Yocke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Assignment approved effective APR 1 1977

Date approved MAR 28 1977

By [signature]
(Authorized Officer)

(Title)

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

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

[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 2[illegible] day of December, 19 76

Beverly J. Moore
(Assignee's Signature)

with acknowledgment added

D. A. Moore Beverly J. Moore
~~1225 South Jay, Denver, Colorado 80226~~
(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 COLORADO
COUNTY OF JEFFERSON } 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 th day of December, 19 76, personally appeared DAVID A. MOORE

and

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

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

My Commission Expires [illegible]

Notary Public...

077

WY1-901
WY001

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That INEXCO OIL COMPANY does hereby release, relinquish and surrender to the lessor(s), THEIR heirs, assigns and legal representatives, all its right, title and interest, in and to a certain oil and gas lease, made and entered into by and between W. D. Alexander et ux

as lessor(s) and Erving Wolf as lessee, dated the 5th day of April, 19 67, covering the following described land, to-wit:

Township 34 North, Range 110 West
Sec. 2: SWNE, SW, W/2SE
Sec. 3: NESE

and containing 320.00 acres, more or less, situated in the County of Sublette and State of Wyoming, said lease being recorded in the office of the County Clerk in and for said county, in Book 41 on Page 334.

WITNESS the following signatures of the present owners, this 6th day of December, 19 78.

ATTEST:

Wallace G. Malone
Assistant Secretary

INEXCO OIL COMPANY

Clive G. McKnight, Vice President

STATE OF TEXAS X
X
COUNTY OF HARRIS X

ACKNOWLEDGEMENT FOR CORPORATION

On this 6th day of December, 19 78 before me, the undersigned a Notary Public in and for the county and state aforesaid, personally appeared Clive G. McKnight, to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Barbara Robertson
Notary Public

My Commission Expires:

BARBARA ROBERTSON
Notary Public in and for Harris County, Texas
My Commission Expires February 28, 1979

170804

RECORDED Dec. 26 1978 8:00 A M
IN BOOK 57 Oil PAGE 78
FEES $4 Lou J. Fish COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Form 3120-7
(February 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number

W 64985

OIL AND GAS LEASE
(COMPETITIVE PUBLIC DOMAIN LANDS)

THIS INDENTURE OF LEASE, entered into, as of DEC 1 1978, by and between

the UNITED STATES OF AMERICA, through the Bureau of Land Management, hereinafter called lessor, and

L. A. Walstrom, Jr.
P. O. Box 839
Denver, Colorado 80201

hereinafter called 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 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 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 - La Barge field:

T 27 N, R 112 W, 6th Prin Mer, WY
Sec 1: SW¼
Sec 2: Lot 8, NE¼SW¼, S½SW¼, SE¼
Sec 12: N½NW¼

170815

RECORDED Dec 27 19 78 8:00 A M
IN BOOK 57 Misc PAGE 77
FEES $18.00 Laura Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Will Stowe

Pinedale Lease
#019

containing 558.35 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, 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 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 3104 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 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 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 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) *Rentals and royalties* – 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.

(1) 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 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 lessee as reasonably may be required by lessor, but in no case shall 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 purpose 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 lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3103.1–2. 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 BLM 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 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 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 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 lessor when required. All information obtained under this paragraph, upon 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 request of 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 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 lessee all reasonable orders of lessor relative to the matters in this paragraph, and that on failure of lessee so to do lessor shall have the right to enter on the property and to accomplish the purpose of such orders at lessee's cost: *Provided*, That 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 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* — The lessee agrees that, during the performance of this lease.

(1) The lessee will not discriminate against any employee or applicant for employment because of race, 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, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or 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 lessor setting forth the provisions of this Equal Opportunity 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, color, religion, sex or national origin.

(3) The lessee will send to each labor union or representative of workers with which lessee has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the lessor, 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.

(4) 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.

(5) 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 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 Equal Opportunity Clause of this lease or with any of said rules, regulations, or orders, this lease may be canceled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Federal Government contracts or leases in accordance with the 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.

(7) The lessee will include the provisions of Paragraphs (1) through (7) of this subsection 2(l) in every contract, 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, so that such provisions will be binding upon each contractor, subcontractor, or vendor. The lessee will take such action with respect to any contract, subcontract, or purchase order as the Secretary of the Interior 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 contractor, subcontractor, or vendor as a result of such direction by the Secretary of the Interior, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Certification of nonsegrated facilities* — By entering into this lease, the lessee certifies that lessee does not and will not maintain or provide for lessee's employees any segregated facilities at any of lessee's establishments, and that lessee does not and will not permit lessee's employees to perform their services at any location, under lessee's con-

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 to 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

trol, where segregated facilities are maintained. The lessee agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this lease. As used in this certification, the term "segregated facilities" means, but is not limited to, any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. Lessee further agrees that (except where lessee has obtained identical certifications from proposed contractors and subcontractors for specific time periods) lessee will obtain identical certifications from proposed contractors and subcontractors prior to the award of contracts or subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that lessee will retain such certifications in lessee's files; and that lessee will forward the following notice to such contractors and subcontractors (except where the proposed contractor or subcontractor has submitted identical certifications for specific time periods).

Notice to prospective contractors and subcontractors of requirement for certification of nonsegregated facilities — A Certification of Nonsegregated Facilities, as required by the May 9, 1967 order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a contract or subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each contract and subcontract or for all contracts and subcontracts during a period (i.e., quarterly, semiannually, or annually).

(n) *Assignment of oil and gas lease or interest therein* — As required by applicable law, to file for approval by 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 date of final execution thereof.

(o) *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 of August 7, 1947 (61 Stat. 913; 30 U.S.C. 351).

(p) *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.

(q) *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.

(r) *Protection of the environment including the surface, other resources and improvements* — In accordance with the directives contained in the National Environmental Policy Act (83 Stat. 852; 42 U.S.C. 4321–4347), the requirements of other environmental legislation, the oil and gas leasing regulations (43 CFR 3100) and the Oil and Gas Operating Regulations (30 CFR 221).

(1) *General* — Lessee shall take such steps as required by the drilling permit, the attached stipulations, or the authorized officer to prevent activities or operations on the leased lands from: (i) causing or contributing to soil erosion or damage to crops or other vegetative cover on Federal or non-Federal lands in the vicinity; (ii) polluting soil, air, or water; (iii) creating hazards to wildlife or depriving them of the use of the natural elements of their habitat; (iv) disturbing the surface or damaging areas of scenic value or natural beauty; (v) damaging or removing improvements owned by the United States or other parties; or (vi) destroying, damaging, or removing fossils, historic or removing fossils, historic or prehistoric ruins or artifacts. Lessee shall, prior to the termination of bond liability or at any other time when required and in the manner directed by lessor, reclaim all land the surface of which has been disturbed, dispose of all debris or solid waste, repair the offsite and onsite damage caused by lessee's activity or activities incidental thereto, restore access roads or trails to their former condition and remove structures. Lessor may prescribe, by stipulations to be subsequently included in this lease or through the authorized officer, the steps to be taken by lessee to protect or restore the environment both on and off the lands, and improvements thereon whether or not the improvements are owned by the United States.

(2) *Use of other resources* — Timber, mineral materials, and water from public water reserves or water developed by the Bureau of Land Management or its lessees, licensees, or permittees, except water rights established under State law acquired by such lessees, licensees, or permittees may be used only with advanced authorization from and on terms and conditions imposed by the authorized officer.

(3) *Antiquities and objects of historic value*

(i) Lessee shall immediately bring to the attention of the authorized officer any and all American antiquities or other objects of historic or scientific interest including, but not limited to, historic or prehistoric ruins, fossils, or artifacts discovered as a result of operations under this lease, and to leave such item(s) or condition(s) intact. Failure to comply with any of the terms and conditions imposed by the authorized officer with regard to the preservation of antiquities shall constitute a violation of the Antiquities Act (16 U.S.C. 431–433).

(ii) If the authorized officer determines that archaeological values exist or may exist on the lands within the lease and that they might be impaired by oil and gas operations, lessee will engage a recognized authority on archaeology, acceptable to the Bureau of Land Management, to survey and salvage, in advance of any operations, such values on the lands involved. The responsibility for and cost of this survey and salvage will be that of lessee.

(4) *Pollution Control* — Lessee agrees that this lease is subject to all relevant pollution control legislation at the Federal, State, or local level. Such legislation includes, but is not limited to the Clean Air Act, as amended (77 Stat. 392; 42 U.S.C. 1857, *et seq.*), the Refuse Act of 1899 (30 Stat. 1152; 33 U.S.C 407–409), the Federal Water Pollution Control Act (62 Stat. 1155; 33 U.S.C. 1151–1161).

(5) *Stipulations* — To comply with stipulations attached hereto which are made a part of the lease or the approved *Application for Permit to Drill*.

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

(t) *Deliver premises in case of forfeiture* — To deliver up to 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 unnecessary for the use of 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 assure 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 lessor elects to take the helium, lessee shall deliver all or any portion of gas containing the same to lessor, in the manner required by 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 lessee, at any point in that system specified by lessor, for extraction of the helium by such means as lessor may provide. The residue shall be returned to lessee, with no substantial delay in the delivery of the gas produced from the well to owner or purchaser thereof. Save for the value of the helium extracted, 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. Lessor

[redacted] erect, maintain and operate any and all [redacted] reasonably necessary for extraction of helium on the leased premises. Lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold, and that lessor may take the gas from a pipeline carrier or any direct gas-gathering system and extract the helium and return the gas to owner thereof, without delay other than that caused by the extraction process; save for the value of the helium, 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 created in lessor under this paragraph shall also run to any agent or assignee of lessor or any purchaser of the rights of lessor.

(c) *Taking of royalties* — All rights pursuant to [redacted] of the Act, to take royalties in amount or in value [redacted] production.

(d) *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, and local 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* — Lessee may surrender this lease or any legal subdivision thereof by filing in the proper BLM office, a written relinquishment, in *triplicate*, which shall be effective as of the date of filing subject to the continued obligation of 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 rules and regulations.

Sec. 6. *Purchase of materials, etc., on termination of lease* — Upon expiration of the lease, or the earlier termination thereof pursuant to Sec. 5 above, lessee shall have the privilege at any time within a period of ninety (90) days thereafter of removing from the premises all machinery, [redacted], 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 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* lessee shall remove any or all such property where so directed by lessor.

Sec. 7. *Proceedings in case of default* — If lessee shall not comply with any of the provisions of the Act or the regulations thereunder or of this lease, or shall make default in the performance or observance of any of the terms hereof this lease may be canceled or terminated in accordance with Sec. 31 of the Act. This provision shall not be construed to prevent the exercise by lessor of any legal or equitable remedy which lessor might otherwise have. Upon cancellation or termination 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 lessor. A waiver of any particular cause of cancellation or termination shall not prevent the cancellation or termination of this lease for any other cause of cancellation or termination, 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.

Sec. 10. *Stipulations* — [X] Stipulations are attached hereto and made a part hereof. The attached stipulations appear as [redacted] consecutively numbered pages commencing with page 1 hereafter. [ ] Stipulations are *not* attached.

THE UNITED STATES OF AMERICA

[redacted]
(Signature of Lessee)

By: Alma W. Pace
(Authorized Officer)

L. A. Halstrom, Jr.

[redacted]
(Signature of Lessee)

[redacted], Oil &
[redacted]
(Title)

[redacted] 1979
(Date)

GPO 839-217

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

Area Oil and Gas Supervisor or
District Engineer *(Address, include zip code)*

GEOLOGICAL SURVEY
P. O. BOX 2859
CASPER, WY 82601

Management Agency *(name)*

BUREAU OF LAND MANAGEMENT
P. O. BOX 1869
ROCK SPRINGS, WY 82901

Address *(include zip code)*

1. Notwithstanding any provision of this lease to the contrary, any drilling, construction, or other operation on the leased lands that will disturb the surface thereof or otherwise affect the environment, hereinafter called "surface disturbing operation," conducted by lessee shall be subject, as set forth in this stipulation, to prior approval of such operation by the Area Oil and Gas Supervisor in consultation with appropriate surface management agency and to such reasonable conditions, not inconsistent with the purposes for which this lease is issued, as the Supervisor may require to protect the surface of the leased lands and the environment.

2. Prior to entry upon the land or the disturbance of the surface thereof for drilling or other purposes, lessee shall submit for approval two (2) copies of a map and explanation of the nature of the anticipated activity and surface disturbance to the District Engineer or Area Oil and Gas Supervisor, as appropriate, and will also furnish the appropriate surface management agency named above, with a copy of such map and explanation.

An environmental analysis will be made by the Geological Survey in consultation with the appropriate surface management agency for the purpose of assuring proper protection of the surface, the natural resources, the environment, existing improvements, and for assuring timely reclamation of disturbed lands.

3. Upon completion of said environmental analysis, the District Engineer or Area Oil and Gas Supervisor, as appropriate, shall notify lessee of the conditions, if any, to which the proposed surface disturbing operations will be subject.

Said conditions may relate to any of the following:

(a) Location of drilling or other exploratory or developmental operations or the manner in which they are to be conducted.

(b) Types of vehicles that may be used and areas in which they may be used; and

(c) Manner or location in which improvements such as roads, buildings, pipelines, or other improvements are to be constructed.

Form 3109-5 (August 1978)

GPO 949-254

2v

No occupancy or other surface disturbance will be allowed within 660 feet of the Green River. This distance may be modified when specifically approved in writing by the District Engineer, Geological Survey, with the concurrence of the District Manager, Bureau of Land Management.

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, Bureau of Land Management.

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, Bureau of Land Management.

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.

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.

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-64985

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That L. A. Walstrom, Jr.
P.O. Box 839, Denver, Colorado 80201
, 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
Ross Miller	P.O. Box 777 Denver, Colorado 80201	1% of 8/8
Sam Burk, Jr.	5001 South Clinton Englewood, Colorado 80111	0.25% of 8/8
J. William Barnett	12137 East Amherst Circle Aurora, Colorado 80014	0.25% of 8/8

Being in all a total of an undivided one 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:

T27N, R112W, 6th Prin. Mer., WY
Sec. 1: SW¼
Sec. 2: Lot 8, NE¼SW¼, S½SW¼, SE¼
Sec. 12: N½NW¼

170815

RECORDED Dec 27, 1978 8:00 A M
IN BOOK 227 Rec'd PAGE 47
FEES $6.00 Laura Fisher COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Doris Turner

Containing 558.35 acres, more or less.

WITNESS our hands this 5th day of October, 1978.

Witnesses:

.....

.....

STATE OF COLORADO }
COUNTY OF DENVER } ss.

On the 5th day of October, 1978, before me personally appeared L. A. Walstrom, Jr.
the signer of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires:
My commission expires Aug. 4, 1981

Notary Public
Residing in Glenwood Colorado

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

2. The interests, direct and indirect, of each of the undersigned in oil and gas leases and in applications or offers, including options, therefor affecting public lands in the State of 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:

Jean Martin as to Ross Millon

Jean Martin as to Sam Burk, Jr.

Jean Martin as to J. William Barnett

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

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

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

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

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

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

W-8[redacted]

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE USA-W-38508

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That Jack J. Grynberg, 1050 17th Street, Suite 1950 Denver, Colorado 80265 and Merion Investors Group, 1617 J.F.K. Blvd, Philadelphia, PA 19103

....., 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
Stanley Merves	1626 Suburban Station Bldg 1617 J.F.K. Blvd Philadelphia, PA 19103	1/2 of 1% of 8/8ths of 100%

170817

RECORDED Dec 27 1978 8:00 A.M.
IN BOOK 57 Oil PAGE 12
FEES $ 8.00 Lora J. Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Lyle Williams

Being in all a total of an undivided 0.5% of 8/8ths 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:

T 27 N - R 114 W, 6th P.M.
Section 35: E½SW¼

Containing 80.00 acres, more or less.

WITNESS our hands this 7th day of December, 1978

Witnesses:

.....

.....

Jack J. Grynberg

Stanley Merves
Merion Investors Group

STATE OF Colorado }
COUNTY OF Denver } ss.

On this 7th day of December, 1978, before me personally appeared Jack J. Grynberg to me known to be the person described in and who executed the foregoing instrument, who duly acknowledged to me that he executed the same.

Notary Public
Denver, Colorado
Residing in .....

My commission expires:
September 24, 1981

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:

[illegible] as to [illegible]

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

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

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

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

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

State of Pennsylvania

County of Philadelphia

On the 8th day of December, 1978, before me personally appeared Stanley Merves the signor of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires:

My Commission Expires January 19, 1980

Notary Public

BARRY BRENNER NOTARY PUBLIC COMMONWEALTH OF PENNSYLVANIA

Form Approved by
Board April 6, 1972

192

01X6- 4906830
File 4906830

STATE OF WYOMING

APPLICATION TO LEASE AND LEASE FOR OIL AND GAS

This space for office use only: 77- 0671

To THE COMMISSIONER OF PUBLIC LANDS,
State of Wyoming, Cheyenne, Wyoming

I HAROLD B. EHRLICH
(Name of Applicant)
100 South Wacker Dr., Room 202
(Number and Street)
Chicago, Illinois 60606
(City and State)

hereby offers to lease for the purpose of prospecting for, developing, producing and marketing oil, gas, and other kindred hydrocarbons all or any of the lands described in item 2 that are available for lease, in accordance with the Laws of the State of Wyoming, and the rules and regulations governing the issuance of Oil and Gas leases made and established by the State Board of Land Commissioners and now in force, subject to the lease terms appearing upon the reverse of this offer to lease.

2. Land requested	3. Land included in lease (Not to be filled in by Offeror)
SUBLETTE (County) / COMMON SCHOOL (Fund)	(County) / (Fund)
T. 33 N., R. 112 W., 6th P.M.	T. ..... N., R. ..... W., 6th P.M.
Enter here the Parcel Number applied for if on Simultaneous Filing List: 552	This lease embraces the area and the land described in item 2.
Sec. 16 All	
Total Area 640.00 Acres	Total Area ..... Acres

4. Amount remitted: Filing Fee ..... $ 15.00

Advanced Rental (To be computed at $1.00 per acre or fraction thereof) $ 640.00

Total $ 655.00

5. Undersigned certifies as follows:

(a) Each individual who is to acquire an interest in said lease by virtue of this offer is a citizen, or has declared an intention to become a citizen, of the United States, is the head of family or over 21 years of age. Each corporation that is to acquire an interest in said lease by virtue of this offer is presently duly qualified to transact business in Wyoming.

The name and address of each such interested individual, including the partners or associates if an interest is to be acquired by a partnership or association, are as follows:

The name and address of each such corporation, or its service agent, and the State of its incorporation, are as follows:

(b) No employee of the State Land Office is to acquire an interest in said lease by virtue of this offer. If applicant is an individual, it is further certified that he is not an officer in any corporation, a member of any partnership or association, or a majority stockholder in a corporation, which has or will file an application on the lands herein sought to be leased.

(c) None of the land described in item 2 above is described in or covered by any other pending offer filed by this applicant or in which this applicant has any right, claim, interest, or title.

6. Offeror agrees:

(a) That Offeror's signature to this offer shall constitute Offeror's signature to and acceptance of this lease insofar as said lease covers any land described in item 2 above open to lease application at the time this offer is filed, and shown in item 3 as included in this lease.

(b) An acceptable application may be withdrawn at any time prior to issuance of lease but if withdrawn the rentals and fees transmitted with said application will thereupon be forfeited to the State as penalty for failure to fulfill the obligations.

(c) If the lease terms on the reverse of this offer do not express all of the terms and conditions of the lease form in effect on the date this offer is filed, the lessor shall amend the lease terms set out in this Offer to Lease and Lease by substituting therefor, and attaching to this Offer to Lease and Lease, the lease terms and conditions in effect on the date this offer is filed, and Offeror agrees to be bound by said substituted lease terms and conditions.

7. It is hereby certified that the statements made herein are complete and correct to the best of Offeror's knowledge and belief, and are made in good faith. Any willful misrepresentation or concealment by Offeror of a material fact in this offer shall render this lease subject to cancellation.

IN WITNESS WHEREOF, Offeror has duly executed this instrument this 17th day of October, 1977.

Lessee: Harold B. Ehrlich
HAROLD B. EHRLICH (Lessee Signature)

(Lessee Signature)

The lands described in item 3 above is hereby issued, subject to the provisions of the above offer, and on the reverse side hereof.

IN WITNESS WHEREOF, the said lessor has caused these presents to be signed by the Commissioner of Public Lands, Secretary of the Board of Land Commissioners, and the seal of the Board to be affixed

Issued on NOV 10 1977

LESSOR: STATE OF WYOMING, acting by and through its Board of Land Commissioners.

By [signature]
Commissioner of Public Lands- Secretary
(Chapter 120, Session Laws of Wyoming, 1965)

EFFECTIVE DATE OF LEASE November 2, 1977

Examined

SECTION 1. RIGHTS OF LESSEE. The lessee is [illegible] the exclusive right and privilege to drill for, [illegible] extract, remove, and dispose of all the oil [illegible] in the lands leased together with the right [illegible] and maintain thereon all works, [illegible] pipe lines, waterways, roads, communication [illegible] power lines, reservoirs, tanks, pumping sta[illegible] and other structures necessary to the full enjoyment hereof, for a period of ten (10) years and [illegible] thereafter as oil or gas may be produced in [illegible] quantities.

SECTION 2. THE LESSEE AGREES.

(a) BOND. To furnish a bond with an approved [illegible] surety company authorized to transact [illegible] the State of Wyoming, or such other [illegible] as may be acceptable to the lessor, in the [illegible] as required by the current rules of the [illegible] Board of Land Commissioners, conditioned [illegible] the payment of all rentals and royalties [illegible] to the lessor under the terms hereof, [illegible] upon the full compliance of all other terms [illegible] conditions of this lease and the Rules and [illegible] relating thereto, and also conditioned [illegible] the payment of all damages to the surface and improvements thereon where the lease covers lands, [illegible] surface of which has been sold or otherwise [illegible] by lessor or lessee furnished prior to the [illegible] of the lands contained in this lease [illegible] to be assessed in such reasonable amounts as [illegible] may be from commencement of the [illegible] date hereof and after the discovery of oil or gas.

(b) PAYMENTS. To make all payments accruing hereunder to the Commissioner of Public Lands, [illegible] Building, Cheyenne, Wyoming 82001.

(c) RENTALS. Prior to the discovery of oil or [illegible] in paying quantities to pay the lessee in advance beginning with the effective date hereof an annual rental of $1 per acre or fraction thereof, and failure to pay rental on or before the anniversary date hereof shall automatically terminate the lease by operation of law. If the time for payment falls [illegible] when the State Land Office is closed, payment shall be deemed timely if made on next [illegible] working day.

After the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the first day of the lease year succeeding the lease year in which actual discovery was made, an annual rental of One Dollar ($1.00) per acre or fraction thereof, unless changed by agreement. Such annual rental for any one year shall be credited against royalty for that year. Lessee shall have no [illegible] to give lessee advance notice [illegible] rental payment.

(d) ROYALTIES. The royalties to be paid by [illegible] on oil, one-eighth of that produced, saved, and sold from said land, the same to be delivered at the wells or to the credit of lessor into [illegible] pipe line to which the wells may be connected, on gas, including casinghead gas or other hydrocarbon substances, produced from said land saved [illegible] and used off the premises or in the manufacture of gasoline or other products therefrom, one-eighth of the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale.

Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other [illegible] and if the lessee is unable to establish a satisfactory market for the oil, gas, or hydrocarbons produced from said well, the lessee may [illegible] operation of said well, but prior to the [illegible] of production operations until such time as a satisfactory market for the product from said well can be developed. During the time any well is capped or operations is in effect the lessee shall continue to pay the annual rental of One Dollar ($1.00) per acre or fraction thereof provided by [illegible] and this lease shall remain in effect as though oil or gas was being produced from said [illegible].

(e) OTHER KINDRED HYDROCARBONS AND SUBSTANCES. On all other hydrocarbons of value [illegible] substances and elements produced or [illegible], including propane, butane, sulphur, nitrogen, carbon dioxide, and helium, at such royalty [illegible] shall be mutually determined to be fair and reasonable.

For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and [illegible] the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item, provided, however, that the allowance for the cost of extraction may exceed fifteen (15) per centum of the amount or value only on approval of the lessor and in no event shall the royalty for oil or natural gasoline be less than that received by the United States of America for its royalty from the same field.

In cases where natural gas is produced and the [illegible] gasoline extracted therefrom only one royalty [illegible] be paid, except in the event the [illegible] gas shall be marketed it shall then be considered a separate commodity and a royalty shall be paid thereon as above provided.

All [illegible] used and not actually used for operations [illegible] on the land and, except as to the [illegible] thereof, gas or liquid hydrocarbons required to be used for stimulating the production of oil or gas by any recovery process shall be royalty free.

(f) PRESERVATION OF ROYALTY IN OIL AND GAS. [illegible] Lessee or any person acting for his account or with [illegible] shall enter into any agreement, [illegible] the lessee may thereafter enter into, [illegible] oil, gas or other hydrocarbon substances [illegible] premises which are produced or, at the option of the lessor and in lieu of such royalties, [illegible] the lessee agrees to pay the lessor the field market price or value of all royalty oil, gas or other kind of [illegible] so disposed of and saved.

When the lessee elects to take its royalty oil, gas, or other hydrocarbons in kind such oil, gas, or other hydrocarbons shall be good merchantable [illegible] of the same standard hydrocarbons. The lessee shall at [illegible] furnish storage for royalty oil free of charge for thirty (30) days after the end of the month in which the oil is saved, upon the [illegible] of the lessor, or at such place as the lessee [illegible] the lessor reasonably agree upon, provided [illegible] to be [illegible] shall not be held liable for loss of [illegible] as a result of [illegible] and [illegible] from [illegible] the lessee.

(g) MEASUREMENTS OF PRODUCTION. [illegible] Lessee shall correct for temperature all production [illegible] in accordance with the Rules and Regulations adopted by the Board of Land Commissioners and keep the Board of Land Commissioners accurately informed [illegible] in accordance therewith.

To keep [illegible] records and reports pertaining to the production from the land hereby leased as well as the [illegible] to the production from offset wells operated by the lessee, the operator of the lessee, on other lands which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with verified [illegible] reports showing the daily, monthly, yearly, quantities and temperatures of oil and gas with monthly reports showing the same, the amount and price of all gas and natural gasoline or other products produced and sold from the land hereby leased, and the amount of gas returned to the sand.

(h) MONTHLY PAYMENTS AND STATEMENTS. Unless the time of payment is otherwise extended by the Commissioner of Public Lands, to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production per well if required where practical from the land hereby leased and the quantity and quality of the production per well where practicable from offset wells upon adjoining or contiguous lands operated by the lessee, the operator or successor and such other information as may be called for in the form of reports prescribed by the lessor.

(i) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to protect by offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and ultimate total production of the oil and gas content of said land.

(j) LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require, which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other report pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps and reports shall be submitted in duplicate and the Commissioner may waive such reports as conditions may warrant.

(k) PRODUCTION. To operate the wells upon the land herein leased in a consistent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the undue drainage of the oil and gas thereunder by wells operated by the lessee or others on contiguous or adjacent lands to the lessee's lands. All plans or methods for the purpose of obtaining or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

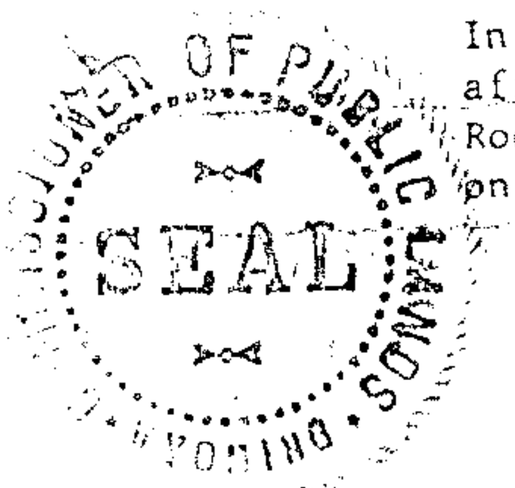
No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict or prorate the natural production from said land in any way or by any means, except with the consent in writing of the lessor first had and obtained.

(l) DILIGENCE, PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor, to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the preservation of the oil and gas on the structure of a pool to the oil or gas bearing sand, or strata to the destruction or injury of such deposits, the prevention of waste and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely to an approved method all wells before abandonment, and not to abandon any well without permission of the lessor; not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the supervision of the lessor, to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen and employees. No [illegible] plan or plat for location of drilling [illegible] and [illegible] shall be [illegible] until approved by the lessor. [illegible] shall be [illegible] to the lessor [illegible] to [illegible] the property [illegible] West Waste of [illegible] from the [illegible] of [illegible] for [illegible] [illegible] to [illegible] [illegible] [illegible]

THE STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

I, A. E. King, Commissioner of Public Lands for State of Wyoming, DO HEREBY CERTIFY that the attached is a full. true and correct copy of the original instrument on file in the office of the Commissioner of Public Lands and Farm Loans.

In Testimony Whereof. I have hereunto set my hand and affixed the seal of said Commissioner at my office in Room 113 of State Capitol Building of Cheyenne. Wyoming on this 10th day of November. A. D. 1977.



A. E. KING
Commissioner of Public Lands

SLO-25

RECORDED Dec. 27 1978 8:00 A.M.
IN BOOK 57 O & G PAGE 72
FEES $8.00 Lois Hyde COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Willie Lucie

17,818

STATE OF WYOMING

APPLICATION TO LEASE AND LEASE FOR OIL AND GAS

This space for office use only

77-0572

THE COMMISSIONER OF PUBLIC LANDS,
Wyoming, Cheyenne, Wyoming

JOSEPH PERRICK JONES JR.
1215 Hibernia Bank Building
New Orleans, Louisiana 70112

Offers to lease for the purpose of prospecting for, developing, producing and marketing oil, gas, and other kindred products all or any of the lands described in Item 2 that are available for lease, in accordance with the laws of the State of Wyoming and the rules and regulations governing the issuance of Oil and Gas leases made and established by the State Board of Land Commissioners and now in force, subject to the lease terms set forth upon the reverse of this offer to lease.

2. Land requested

SURFACE | COMMON SCHOOL

T. 42 N., R. 112 W., 6th P.M.

Sec. 16 All

01X6-490629
File 490629

Total Area 640.00 Acres

3. Land interest in lease
(Not to be filled in by Offeror)

T. ... N., R. ... W., 6th P.M.

This lease embraces the same as the land described in Item 2.

Total Acres ... Acres

Amount remitted: Filing Fee	$	1.00
Advanced Rental (To be computed at $1.00 per acre or fraction thereof)	$	640.00
Total	$	641.00

Offeror hereby certifies as follows:

That the individual who is to acquire an interest in said lease by virtue of this offer is a citizen, or has declared an intention to become a citizen, of the United States, is the head of family over 21 years of age. Each corporation that is to acquire any interest in said lease by virtue of this offer is presently duly qualified to transact business in Wyoming.

The name and address of each such interested individual, including the partners or associates if an interest is to be acquired by a partnership or association, are as follows:

The name and address of each such corporation, or its service agent, and the State of its incorporation, are as follows:

That no employee of the State Land Office is to acquire an interest in said lease by virtue of this offer. If applicant is an officer of such corporation, a member of any partnership or association, or a stockholder in a corporation, which now or will file an application on the lands herein sought to be leased.

That none of the land described in Item 2 above is described in or covered by any other pending offer filed by this applicant in which the applicant has any right, claim, interest, or title.

Offeror agrees:

That Offeror's signature to this offer shall constitute Offeror's signature to and acceptance of this lease for any and all of the land described in Item 2 above open to lease application at the time this offer is filed, and shown in Item 3 hereof as this lease.

That acceptable application may be withdrawn at any time prior to issuance of lease but if withdrawn the rental remitted herewith in connection with such application will thereupon be forfeited to the State as penalty for failure to fulfill the obligations.

That the lease terms on the reverse of this offer do not express all of the terms and conditions of the lease form in effect on the date this offer is filed, but that all such lease terms are set out in this Offer to Lease and Lease by specifically referring to this Offer to Lease and Lease, the lease terms and conditions in effect on the date this offer is filed are made a part hereof and Offeror agrees to be bound by said substituted lease terms and conditions.

That it is understood that the statements made herein are complete and correct to the best of Offeror's knowledge and belief and that any false statement or misrepresentation or concealment by Offeror of a material fact in the offer is sufficient cause for rejection of this offer and subject to cancellation.

IN WITNESS WHEREOF, Offeror has duly executed this instrument this 17th day of October, 1977.

Lessee
JOSEPH PERRICK JONES JR. (Lessee Signature)

(Lessee Signature)

NOW, THEREFORE, the said lessee has caused these presents to be signed by the Commissioner of Public Lands, and by the Board of Land Commissioners, and the seal of the Board to be affixed.

NOV 10 1977

THE BOARD OF LEASE September 2, 1977

LESSOR: STATE OF WYOMING, by and through its Board of Land Commissioners

By ...
Commissioner of Public Lands and Chairman of the Board of Land Commissioners

35

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

9502

THE STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

I, A. E. King, Commissioner of Public Lands for State of Wyoming, DO HEREBY CERTIFY that the attached is a full, true and correct copy of the original instrument on file in the office of the Commissioner of Public Lands and Farm Loans.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Commissioner at my office in Room 113 of State Capitol Building of Cheyenne, Wyoming on this 10th day of November, A. D. 1977.

COMMISSIONER OF PUBLIC LANDS
SEAL
WYOMING

A. E. KING
Commissioner of Public Lands

SLO-25

170819

RECORDED Dec 27, 1978 8:00 A.M.
IN BOOK 57 Misc PAGE 25
FEES $ 8.00 and Ys L COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Willie Lance

170865

Mountain Petroleum Association, W. Reassign.

(6-61)

KINSEY BLUE PRINT CO.

CASPER, WYOMING

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, RAINBOW RESOURCES, INC., #10 Lakeside La..., 4704 Harlan St., Denver, Colorado 80212

(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 G S OIL & GAS CO. (1976) - 16.67; TERRA RESOURCES, INC. - 33.33%; RAINBOW RESOURCES, INC.EXPLORATION PARTNERSHIP, 1976 - 33.3

(hereinafter called Assignee), 83.33% of Assignor's right, title and interest in and to the oil and gas lease dated ....., 19..., from SEE ATTACHED EXHIBIT "A", Lessor, to ....., Lessee recorded in book ....., page ..... insofar as said lease covers the following described land in Sublette County, State of Wyoming:

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

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

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

..... Register of Deeds.

When recorded Return to .....

.....

.....

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

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

Reserving however, unto the Assignors herein an overriding royalty of NONE of all the oil, gas and other hydrocarbons produced, saved and marketed from the above described lands. This overriding royalty and all other terms and conditions of this assignment shall apply to any and all extension, renewal and substitute leases obtained by Assignee, its successors or assigns on the land described herein. If said oil and gas lease covers less than the full fee simple estate in the oil, gas and other hydrocarbons under any tract or tracts of the land assigned hereby, the overriding royalty herein reserved by Assignors, with respect to that tract or tracts, shall be proportionately reduced.

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least thirty (30) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee prior to the anniversary date of the lease. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for this assignment. 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 26th day of December, 19 78
without warranties of any kind.

ATTEST: [redacted] Secretary

RAINBOW RESOURCES, INC.

.....(Seal)

[redacted] James A. Shear, Vice President [redacted]

.....(Seal)

.....(Seal)

STATE OF) ss
COUNTY OF)

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) ss
COUNTY OF)

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 COLORADO)
County of JEFFERSON) ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 26th day of December A. D. 19 78, before me personally appeared Charles A. Shear, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Rainbow Resources, Inc.

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

Witness my hand and seal this 26th day of December, A. D. 19 78

Gina Calabrese
Notary Public.

My Commission expires May 31, 1981

NOTARIAL SEAL
NOTARY PUBLIC
COLORADO

FROM

TO

Dated

No. Acres

County

Term

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

County Clerk.

By Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

PAGE: ONE

EXHIBIT "A"

ATTACHED TO: ASSIGNMENT OF OIL AND GAS LEASES

BETWEEN: RAINBOW RESOURCES, INC. to G S OIL & GAS CO. (1976), TERRA RESOURCES, INC. and RAINBOW RESOURCES, INC., EXPLORATION PARTNERSHIP, 1976

DATED: December 26, 1978

STATE OF: WYOMING

COUNTY OF: SUBLETTE

LEASE NUMBER	ORIGINAL LESSOR	ORIGINAL LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE	GROSS ACRES
WY-2965-1R	Walden L. Campbell and his wife, Patricia M. Campbell	Rainbow Resources, Inc	8-18-78	Township 38 North, Range 113 West Section 25: S½NW¼NE¼, SW¼NE¼, S½N½NW¼, SE¼NW¼, N½SW¼NW¼ Section 28: N½SW¼, SE¼SW¼, SW¼SE¼ Section 33: NE¼NW¼, W½NE¼, SE¼NE¼ Section 35: SE¼	56	587	640.00
WY-2965-2	Harriet H. Rogers and her husband Jim Rogers	Rainbow Resources, Inc.	9-9-78	Township 38 North, Range 113 West Section 35: SE¼	56	593	160.00
WY-2966-1R	Daisy Francisco, a widow	Rainbow Resources, Inc.	8-17-78	Township 38 North, Range 113 West Section 33: E½SW¼ Township 37 North, Range 113 West Section 4: Lot 3, NE¼SW¼, W½SE¼, SE¼SE¼ Section 9: E½NE¼ Section 10: N½SW¼, SE¼SW¼, SW¼SE¼, NW¼	56	589	647.35
WY-2966-2R	Leola H. Amrein, a widow; Terrence G. Amrein and his wife, Melissa Amrein	Rainbow Resources, Inc.	8-17-78	Township 38 North, Range 113 West Section 33: E½SW¼ Township 37 North, Range 113 West Section 4: Lot 3, NE¼SW¼, W½SE¼, SE¼SE¼ Section 9: E½NE¼ Section 10: N½SW¼, SE¼SW¼, SW¼SE¼, NW¼	56	591	647.35
WY-2966-3	First Wyoming Bank, N.A. and Hazel Ruth Nesbitt Halling, Co-Executors of the Estate of Grace Van Winkle Booker, deceased	Rainbow Resources, Inc.	9-18-78	Township 37 North, Range 113 West Section 4: Lot 3, NE¼SW¼, SW¼SE¼, NW¼SE¼ (except the Hicks Sub-Division containing 9.72 acs.,m/l), SE¼SE¼ (except that part lying N and E of Highway No. 187, as described in deed recorded in Book	57	4	458.03

EXHIBIT "A"

PAGE: TWO
ATTACHED TO: ASSIGNMENT OF OIL AND GAS LEASES
BETWEEN: RAINBOW RESOURCES, INC. to G S OIL & GAS CO. (1976), TERRA RESOURCES, INC. and RAINBOW RESOURCES, INC. EXPLORATION PARTNERSHIP, 1976
DATED: December 26, 1978

STATE OF: WYOMING
COUNTY OF: SUBLETTE

LEASE NUMBER	ORIGINAL LESSOR	ORIGINAL LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE	GROSS ACRES
WY-2966-3	CONTINUED			County Records, containing 20 acs., m/l) Section 9: E½NE¼ Section 10: N½SW¼, SE¼SW¼, SW¼SE¼ Township 38 North, Range 113 West Section 33: E½SW¼			

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Betty L. Hanagan joined Pro Forma by her husband, Hugh E. Hanagan, assignor, lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 77-0681, covering land situate in Sublette County, Counties, described as follows:

Township 34 North, Range 113 West 6th PM
Section 31: NE¼SE¼

and containing 40.00 acres more or less, for and in consideration of the sum of Ten Dollars ($ 10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto Hanagan Petroleum Corporation of P.O. Box 1737, Roswell, N.M. 88201, assignee, all rights, title and interest of assignor in and to said lease in so far as it covers the following described land:

170370

Township 34 North, Range 113 West, 6th PM
Section 31: NE¼SE¼

and containing 40.00 acres, more or less, reserving, however, unto assignor

TO HAVE AND TO HOLD unto the said Hanagan Petroleum Corporation, its successors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument executed this 2nd day of January, 1979

WITNESS:

Betty L. Hanagan — Assignor-Lessee

Hugh E. Hanagan — President

Attest:

(SEAL)

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of NEW MEXICO
County of CHAVES } ss.

On this 2nd day of January, A. D. 1979, before me personally appeared Betty L. Hanagan joined by her husband, Hugh E. Hanagan 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:

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]

HBCE-[redacted]\-Federal [redacted] [redacted]

ASSIGNMENT OF OIL AND GAS LEASE

THIS ASSIGNMENT, made and entered into this 2nd day of January 1979,

by and between Robert G. Hanagan, joined Pro Forma by his wife, Nancy Sue Hanagan

170971

whose address is P.O. Box 1537
Roswell, New Mexico 88201

hereinafter referred to as "Assignor" (whether one or more), and

Hanagan Petroleum Corporation

whose address is P.O. Box 1737
Roswell, New Mexico 88201

RECORDED Jan 8 1979 2:30 P.M.
IN BOOK 22 Misc PAGE 103
DATE 1st Tuesday in July COUNTY CLERK
SUBLETTE COUNTY CLERK

hereinafter referred to as "Assignee" (whether one or more).

WITNESSETH:

Assignor, in consideration of Ten and other Dollars, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, assign and convey to Assignee that certain Oil and Gas Lease dated February 1, 19 78, from the United States, as lessor, bearing Serial No. W-61804, insofar as the lease covers the following described lands in Sublette County, Wyoming to-wit:

Township 38 North, Range 111 West, 6th PM
Section 36: SE¼NW¼
(Containing 40.00 acres more or less)

together with all rights, privileges and personal property thereunder, appurtenant thereto, or used in connection therewith, subject, however, to the following:

Assignor covenants that the lease is valid and is in good standing, that all rentals and royalties due thereunder have been paid, that the lease is free and clear of all obligations except as otherwise stated above, and that this assignment is made with warranty covenants.

Executed in multi-counterparts as of the day and year first above written.

Robert G. Hanagan

Nancy Sue Hanagan

STATE OF NEW MEXICO
} ss
COUNTY OF CHAVES

The foregoing instrument was acknowledged before me this 2nd day of January, 19 79,
by Robert G. Hanagan, joined Pro Forma by his wife, Nancy Sue Hanagan

My Commission Expires:
1-12-81

Notary Public

STATE OF
} ss
COUNTY OF

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

My Commission Expires:

Notary Public

IIBCE—71-1A-Federal

ASSIGNMENT OF OIL AND GAS LEASE

THIS ASSIGNMENT, made and entered into this 2nd day of January 1979,

by and between Betty L. Hanagan joined Pro Forma by her husband, Hugh E. Hanagan

1709972

whose address is P.O. Box 1737
Roswell, New Mexico 88201

hereinafter referred to as "Assignor" (whether one or more), and

Hanagan Petroleum Corporation

whose address is P.O. Box 1737
Roswell, New Mexico 88201

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

hereinafter referred to as "Assignee" (whether one or more).

WITNESSETH:

Assignor, in consideration of Ten and other Dollars, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, assign and convey to Assignee that certain Oil and Gas Lease dated August 1, 19 78, from the United States, as lessor, bearing Serial No. W-62796, insofar as the lease covers the following described lands in Sublette County, Wyoming to-wit:

Township 30 North, Range 112 West, 6th PM
Section 1: Lots 1,2,3,4, S½N½, S½

(Containing 638.68 acres more or less)

together with all rights, privileges and personal property thereunder, appurtenant thereto, or used in connection therewith, ~~subject, however, to the following:~~

Assignor covenants that the lease is valid and is in good standing, that all rentals and royalties due thereunder have been paid, that the lease is free and clear of all obligations except as otherwise stated above, and that this assignment is made with warranty covenants.

Executed in multi-counterparts as of the day and year first above written.

Betty L. Hanagan

Hugh E. Hanagan

STATE OF NEW MEXICO
} ss
COUNTY OF CHAVES

The foregoing instrument was acknowledged before me this 2nd day of January, 19 79, by Betty L. Hanagan, joined Pro Forma by her husband Hugh E. Hanagan

My Commission Expires: 2-28-82

Notary Public

STATE OF
} ss
COUNTY OF

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

My Commission Expires:

Notary Public

NORTHWEST PIPELINE CORPORATION

TO: ENERGETICS, INC.
333 West Hampden Avenue - Suite #1010
Englewood, Colorado 80110

MEMORANDUM
DATED:
FILED:
RECORDED:

MEMORANDUM GIVING NOTICE OF GAS PURCHASE CONTRACT

STATE OF WYOMING

COUNTY OF SUBLETTE

WHEREAS, NORTHWEST PIPELINE CORPORATION ("Northwest") and ENERGETICS, INC., as Seller, made and entered into a certain Gas Purchase Contract dated December 19 1978 , (the "Gas Purchase Contract") providing for the sale by Seller to Northwest of gas to be produced and saved from the Seller's properties in Sublette County, Wyoming described in Exhibit "A" attached hereto and made a part hereof (which Exhibit "A" hereto is a copy of the Exhibit "A" attached to the Gas Purchase Contract) for a term and upon the terms and conditions set out in the Gas Purchase Contract; and,

WHEREAS, it is the desire of Seller and Northwest, as parties to the Gas Purchase Contract, to acknowledge its existence in recordable form:

NOW, THEREFORE, the undersigned Seller named in the Gas Purchase Contract and Northwest do hereby:

1. Acknowledge the execution of the Gas Purchase Contract as set out above;

2. Refer to the Gas Purchase Contract for all its terms and provisions and incorporate the same by reference as fully as if it were copied at length herein; and,

3. Acknowledge that Exhibit "A" attached to this instrument is the same as that described in and attached to the Gas Purchase Contract and that Seller's interest in said leases and properties is dedicated to the Gas Purchase Contract to the extent set out in said Contract.

112076

RECORDED Jan 15, 1979 8:00 AM
IN BOOK 57 Oil PAGE 105
FEES $10.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dm Lewis

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 19th day of December 1978.

NORTHWEST PIPELINE CORPORATION

ATTEST:

By _____

ATTEST:

ENERGETICS, INC.

_____
Assistant Secretary

By _____
Executive Vice-President

STATE OF Colorado

COUNTY OF Arapahoe

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared P. D. Maher, 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 Energetics, Inc., a corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 1st day of December, 197 8.

Linda K. Black
Notary Public
Residing at Englewood

My Commission Expires April 11, 1981

STATE OF Utah

COUNTY OF Salt Lake

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared R. W. Keener, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act and deed of northwest Pipeline Corp, 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 29th day of December, 1978.

Linda Ross
Notary Public
Residing at

My Commission Expires 10-20-81

EXHIBIT A

GAS PURCHASE CONTRACT

between

NORTHWEST PIPELINE CORPORATION

and

ENERGETICS, INC.

scription	County and State	Gross Acres	Interest	Net Acres	Lease Expiration Date
	Sublette County, Wyoming				
wnship 27 North - Range 111 West					
Section 19: W/2 Section 30: W/2					

[redacted] [redacted] [redacted]

WY 01634

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated January 20, 1976, from H Bar C Ranch Limited a/k/a H-C Ranch Limited, as Lessors, to DEPCO, Inc., as Lessee, recorded in Book 52 O&G, Page 194, of the Records of Sublette County, Wyoming, is owned by DEPCO, Inc.

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 34 North-Range 113 West 6th P.M.
Section 19: Lot 4, E½SW¼, SE¼
Section 20: SW¼SW¼
Section 29: W½
Section 30: Lots 1-2-3, E½NW¼, NE¼SW¼, E½
Section 31: NE¼, NE¼NW¼
Section 32: W½, SW¼SE¼

Township 34 North-Range 114 West 6th P.M.
Section 25: SW¼NW¼, N½S½, SE¼SE¼
Section 26: W½NW¼, E½SW¼, S½NE¼, N½SE¼

Township 33 North-Range 113 West 6th P.M.
Section 5: Lots 2, 3, SW¼NE¼

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we the undersigned

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto DEPCO, Inc. subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS DEPOSITORY BANK	AMOUNT
Shelton Ranches, Inc. c/o Tracy Financial Center 107 South Main Salt Lake City, UT 84111	- Pay Direct -	$604.73

171195

RECORDED Jan 17 1979 2:00 PM
IN BOOK 57 O&G PAGE 109
FEES $7.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by D McElwee

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 1st day of November, 1978.

X Shelton Ranches, Inc. (SEAL)
by: Gilbert L. Shelton (SEAL)
Gilbert L. Shelton, President

(SEAL)
by: Judy L. Shelton (SEAL)
Judy L. Shelton, Secretary

(OVER)

1

STATE OF _____ }
COUNTY OF _____ } ss

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

On _____, 19____, before me personally appeared _____

_____

_____

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires: _____

_____
Notary Public
Residing at:

STATE OF _____ }
COUNTY OF _____ } ss

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

On _____, 19____, before me personally appeared _____

_____

_____

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires: _____

_____
Notary Public
Residing at:

STATE OF _____ }
COUNTY OF _____ } ss

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

On _____, 19____, before me personally appeared _____

_____

_____

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires: _____

_____
Notary Public
Residing at:

No. _____

FROM _____

_____

TO _____

_____

Date _____

Section _____ Twp. _____ Rge. _____

No. of Acres _____ Term _____

_____ County _____

_____

_____

STATE OF _____ }
County of _____ } ss:

This instrument was filed for record on the _____ day of _____ 19____

at _____ o'clock ____ M., and duly recorded in Book _____ Page _____ of the records of this office.

_____
Register

By _____

When recorded, return to •

STATE OF Utah }
COUNTY OF Salt Lake } ss.

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

On November 1, , 1978, before me personally came the above named _____

Gilbert L. Shelton (who being by me duly sworn, did say that he is the _____

President of Shelton Ranches, Inc., a Utah 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: 5-13-82

NOTARY PUBLIC
COMMISSION EXPIRES
MAY 13, 1982
STATE OF UTAH

Gilbert Sater
Notary Public
Residing at: Kaysville [redacted] Utah

NORTHWEST PIPELINE CORPORATION

MEMORANDUM
DATED:
FILED:
RECORDED:

TO: PETROLEUM, INC.
R. H. Garvey Building #800
300 West Douglas
Wichita, Kansas 67201

MEMORANDUM GIVING NOTICE OF GAS PURCHASE CONTRACT

STATE OF WYOMING

COUNTY OF SUBLETTE

WHEREAS, NORTHWEST PIPELINE CORPORATION ("Northwest") and PETROLEUM, INC., as Seller, made and entered into a certain Gas Purchase Contract dated DECEMBER 5, 1978, (the "Gas Purchase Contract") providing for the sale by Seller to Northwest of gas to be produced and saved from the Seller's properties in Sublette County, Wyoming described in Exhibit "A" attached hereto and made a part hereof (which Exhibit "A" hereto is a copy of the Exhibit "A" attached to the Gas Purchase Contract) for a term and upon the terms and conditions set out in the Gas Purchase Contract; and,

WHEREAS, it is the desire of Seller and Northwest, as parties to the Gas Purchase Contract, to acknowledge its existence in recordable form:

NOW, THEREFORE, the undersigned Seller named in the Gas Purchase Contract and Northwest do hereby:

1. Acknowledge the execution of the Gas Purchase Contract as set out above;

2. Refer to the Gas Purchase Contract for all its terms and provisions and incorporate the same by reference as fully as if it were copied at length herein; and,

3. Acknowledge that Exhibit "A" attached to this instrument is the same as that described in and attached to the Gas Purchase Contract and that Seller's interest in said leases and properties is dedicated to the Gas Purchase Contract to the extent set out in said Contract.

171218

RECORDED Jan 18, 1979 11:30A M
IN BOOK 27 D+L PAGE 111
FEES $14.50 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by D McClure

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 4th day of January 1979.

NORTHWEST PIPELINE CORPORATION

ATTEST:

Barbara Moreno
ASSISTANT SECRETARY

By R. W. Keener
Sr. V.P.

ATTEST:

Dorothy M. Enright
Assistant Secretary

PETROLEUM, INC.

By John E. McLeod

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. Kenner, 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 4th day of January, 1979.

Dorothy Faulkner
Notary Public
Residing at

My Commission Expires April 20, 1982

STATE OF Kansas

COUNTY OF Sedgwick

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared John E. McFarland, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act and deed of Petroleum, Inc., a corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th day of December, 1978.

Jane M. Penner
Notary Public
Residing at

My Commission Expires Nov. 12, 1979

EXHIBIT A

GAS PURCHASE CONTRACT

between

NORTHWEST PIPELINE CORPORATION

and

PETROLEUM, INC.

DECEMBER 5, 1975

escription	County and State	Gross Acres	Interest	Net Acres	Lease Expiration Date
	Sublette County, Wyoming				
wnship 28 North - Range 114 West					
Section 5:	W/2 SE/4	80	12.5%	10	
Section 15:	SE/4 SW/4	40	8.4375%	3.375	
Section 21:	S/2 NE/4	80	11.25%	9	
Section 22:	NE/4 NW/4 & S/2 NW/4 & SW/4	280	8.4375	23.625	

Commitment to the base of the Frontier Zone.

Form PO-84
(Exp)

RELEASE -- WYOMING

KNOW ALL MEN BY THESE PRESENTS: That TEXACO Inc., a corporation of Delaware, does hereby release, remise and relinquish and forever quitclaims any and all rights, titles and interests whatsoever now held or claimed by it under the following oil and gas leases as set forth and described in Exhibit "A" attached hereto and made a part hereof, insofar as these leases cover the lands more specifically described in the attached Exhibit "A":

Executed at Denver, Colorado, on this 9th day of January, 19 79.

TEXACO Inc.

By H. B. Rainbolt
Agent and Attorney-In-Fact

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

On this 9th day of January, 1979, before me appeared H. B. RAINBOLT, to me personally known, who being by me duly sworn did say that he is the Agent and Attorney-In-Fact of TEXACO Inc., a Delaware corporation, and that he signed the foregoing instrument in behalf of said corporation by authority of its Board of Directors, and the said H. B. RAINBOLT acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and Notarial Seal this 9th day of January, 1979.

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

171273

RECORDED Jan. 22, 1979 8:00 A.M.
IN BOOK 57 Oil & Gas PAGE 115
FEES $6.75 Lenore Wade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By [illegible] DEPUTY

115

EXHIBIT "A"

COUNTY Sublette STATE Wyoming

W-5916a Sublette,Wyo Snider Basin
1920.21 acs 30N-115W Trend
Sec 5 All; Sec 8 Lots 1,2,3,4, NE4,
N2NW4, SE4SW4, SE4; Sec 9 W2
W-8/74
Fed.W-16424 1-1-69(6-69)

LESSOR LEASE DATE
RECORDED: Bk 44 Asgmt. 056 PAGE 257

LESSOR LEASE DATE
RECORDED: Bk PAGE

W-5917a Sublette,Wyo Snider Basin
1920 acs 30N-115W Trend
Sec 16 All; Sec 20 All; Sec 21 All

W-8/74
Fed.W-16425 1-1-69(6-69)

LESSOR LEASE DATE
RECORDED: Bk 44 Asgmt. 056 PAGE 253

LESSOR LEASE DATE
RECORDED: Bk PAGE

W-5918a Sublette,Wyo Snider Basin
1440 acs 30N-115W Trend
Sec 29 All; Sec 33 All

W-8/74
Fed.W-16426 1-1-69(6-69)

LESSOR LEASE DATE
RECORDED: Bk 44 Asgmt. 056 PAGE 261

LESSOR LEASE DATE
RECORDED: Bk PAGE

LESSOR LEASE DATE
RECORDED: Bk PAGE

LESSOR LEASE DATE
RECORDED: Bk PAGE

Form No. LNH-[redacted]

ASSIGNMENT OF OVE[redacted] ROYALTY INTEREST IN [redacted]

U. S. OIL AND GAS LEASE

TATLOCK'S

This Overriding Royalty Assignment, made this 18th day of December, 19 78, by and between

Louis T. Merriam, Jr.

whose address is 66 Pear Tree Point Road, Darien, Connecticut 06820

hereinafter called Lessee; and Thayer Merriam Sifers (nee Elizabeth Thayer Merriam)

40 East 53rd Street, Kansas City, Missouri 64112

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 July 14, 19 78*

bearing Serial No. W64587, of the U. S. Land & Survey Office, at Cheyenne, Wyoming 82001

which lease, in so far as covered by this Royalty Assignment, contains the following described lands (hereinafter referred to as said lands), situated in

Sublette County, State of Wyoming, towit:

Parcel "WY-160"; 480 acres being N/2 and SW/4, Section 15 T27N - R103W.

* As lease has not been received to date, this date is that shown on Notice of Rental Due.

NOW, Therefore, in consideration of the premises and the sum of one Dollars, and other valuable consideration, receipt whereof is hereby acknowledged, the undersigned, Lessee, hereby sells, conveys, transfers, assigns and sets over unto Assignee, her heirs and assigns, an overriding royalty interest of one percent *** 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 None

The provisions hereof shall inure to and be binding upon the parties hereto, their heirs, assigns, personal representative and successors, and said overriding royalty interest herein reserved to Assignee shall run with said leasehold and all renewals and extensions thereof and all preference-right and substitute leases granted therefrom, 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.

171274

RECORDED Jan 22 1979 8:00 AM
IN BOOK 57 Misc PAGE 117
FEES $4.00 Lois Tyler COUNTY CLERK
SUBLETTE COUNTY CLERK
by D McClure

Lessee

STATE OF _____)
) ss:
COUNTY OF _____)

ACKNOWLEDGMENT

Single or Married

On this 18th day of December, 19 78, before me personally appeared Louis T. Merriam, Jr.

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

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

BETHANY CULHANE NOTARY PUBLIC

Notary Public

My Commission expires on the _____ day of _____, A.D., 19____.

BETHANY CULHANE
Notary Public, State of New York
No. 31-4654834
Qualified in New York County
Certificate Filed in [illegible]
Commission Expires [illegible]

117

118

Form No. LNH-2

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

TATLOCK'S

This Overriding Royalty Assignment, made this 18th day of December, 19 78, by and between

Louis T. Merriam, Jr.

whose address is 66 Pear Tree Point Road, Darien, Connecticut 06820

hereinafter called Lessee; and, To Marjorie H. Merriam, as custodian for Louis T. Merriam III, a minor, under Connecticut Uniform Minors Act

66 Pear Tree Point Road, Darien, Connecticut 06820

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 July 14, 19 78 *

bearing Serial No. W64587, of the U. S. Land & Survey Office, at Cheyenne, Wyoming 82001

which lease, in so far as covered by this Royalty Assignment, contains the following described lands (hereinafter referred to as said lands), situated in

Sublette County, State of Wyoming, towit:

Parcel "WY-160"; 480 acres being N/2 and SW/4, Section 15 T27N - R103W.

* As lease has not been received to date, this date is that shown on Notice of Rental Due

NOW, Therefore, in consideration of the premises and the sum of one Dollars, and other valuable consideration, receipt whereof is hereby acknowledged, the undersigned, Lessee, hereby sells, conveys, transfers, assigns and sets over unto Assignee, his heirs and assigns, an overriding royalty interest of one percent *** 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 None

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

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

171275

RECORDED Jan 22 1979 8:00 A.M
IN BOOK 57 Q & S PAGE 118
JESSE E. Lois J Tyler COUNTY CLERK
SUBLETTE COUNTY CLERK
by D M Lewis

Lessee

STATE OF)
) ss:
COUNTY OF)

ACKNOWLEDGMENT
Single or Married

On this 18th day of December, 19 78, before me personally appeared

Louis T. Merriam, Jr.

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

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

Notary Public

BETHAN CULHANE
Notary Public, State of New York
No. [illegible]4834
Qualified in New York County
Certificate [illegible]
Commission [illegible]

My Commission expires on the [illegible] day of [illegible], A.D., 19[illegible].

Form No. LNH [redacted] ASSIGNMENT OF O[redacted]G ROYALTY INTEREST IN U. S. [redacted] GAS LEASE [redacted] TATLOCK'S

This Overriding Royalty Assignment, made this 18th day of December, 19 78, by and between

Louis T. Merriam, Jr.

whose address is 66 Pear Tree Point Road, Darien, Connecticut 06820

hereinafter called Lessee; and, To Marjorie H. Merriam, as custodian for Julia C. Merriam, a minor, under Connecticut Uniform Minors Act

66 Pear Tree Point Road, Darien, Connecticut 06820

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 July 14, 19 78 *

bearing Serial No. W64587, of the U. S. Land & Survey Office, at Cheyenne, Wyoming 82001

which lease, in so far as covered by this Royalty Assignment, contains the following described lands (hereinafter referred to as said lands), situated in

Sublette County, State of Wyoming, towit:

Parcel "WY-160"; 480 acres being N/2 and SW/4, Section 15 T27N - R103W.

As lease has not been received to date, this date is that shown on Notice of Rental Due.

NOW, Therefore, in consideration of the premises and the sum of one Dollars, and other valuable consideration, receipt thereof is hereby acknowledged, the undersigned, Lessee, hereby sells, conveys, transfers, assigns and sets over unto Assignee, her heirs and assigns, an overriding royalty interest of one percent ***

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 None

The provisions hereof shall inure to and be binding upon the parties hereto, their heirs, assigns, personal representative and successors, and said overriding royalty interest herein reserved to Assignee shall run with said leasehold and all renewals and extensions thereof and all preference-right and substitute leases granted therefrom, 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.

RECORDED Jan 22 1979 8:00 A.M.
BOOK 57 Misc PAGE 119
4cc Lois J Yake COUNTY CLERK
by D McLucas

Lessee

371276

STATE OF [redacted] ss:
COUNTY OF [redacted]

ACKNOWLEDGMENT
Single or Married

On this 18th day of December, 1978, before me personally appeared

Louis T. Merriam, Jr.

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

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

[redacted] NOTARIAL SEAL [redacted] STATE OF [redacted]

Notary Public

My Commission expires on the [redacted] day of [redacted], A.D., 19[redacted].

Form No. LNH-2

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

TATLOCK'S

This Overriding Royalty Assignment, made this 18th day of December, 19 78, by and between

Louis T. Merriam, Jr.

whose address is 66 Pear Tree Point Road, Darien, Connecticut 06820

hereinafter called Lessee; and, Frances A. Marsillio (nee Frances A. Merriam)

674 Courtland Avenue, Bridgeport, Connecticut 06605

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 July 14, 19 78 *

bearing Serial No. W64587, of the U. S. Land & Survey Office, at Cheyenne, Wyoming 82001

which lease, in so far as covered by this Royalty Assignment, contains the following described lands (hereinafter referred to as said lands), situated in

Sublette County, State of Wyoming, towit:

Parcel "WY-160"; 480 acres being N/2 and SW/4, Section 15 T27N - R103W.

* As lease has not been received to date, this date is that shown on Notice of Rental Due

NOW, Therefore, in consideration of the premises and the sum of one Dollars, and other valuable consideration, receipt whereof is hereby acknowledged, the undersigned, Lessee, hereby sells, conveys, transfers, assigns and sets over unto Assignee, her heirs and assigns, an overriding royalty interest of one percent *** 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 None

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

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

RECORDED Jan 22, 1979 8:00 A.M.
IN BOOK 57 O&G PAGE 120
4:00 Lois J Yale
Ivy D McClure

Lessee

179277

STATE OF _____ }
ss:
COUNTY OF _____ }

ACKNOWLEDGMENT
Single or Married

On this 18th day of December, 19 78, before me personally appeared

Louis T. Merriam, Jr.

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

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

NOTARY PUBLIC STATE OF NEW YORK

Notary Public

My Commission expires on the _____ day of _____, A.D., 19____.

BETHANY CULHANE
Notary Public, State of New York

[redacted] No. LN [redacted]

ASSIGNMENT OF [redacted] ROYALTY INTEREST IN U. S. [redacted] GAS LEASE

[redacted]

TATLOCK'S

This Overriding Royalty Assignment, made this 18th day of December, 19 78, by and between

Louis T. Merriam, Jr.

whose address is 66 Pear Tree Point Road, Darien, Connecticut 06820

hereinafter called Lessee; and Anne G. Merriam

66 Pear Tree Point Road, Darien, Connecticut 06820

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 July 14, 19 78 *

Serial No W64587, of the U. S. Land & Survey Office, at Cheyenne, Wyoming 82001

and said 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:

Parcel "WY-160"; 480 acres being N/2 and SW/4, Section 15 T27N - R103W.

*As lease has not been received to date, this date is that shown on Notice of Rental Due

NOW, Therefore, in consideration of the premises and the sum of one Dollars, and other valuable consideration, receipt whereof is hereby acknowledged, the undersigned, Lessee, hereby sells, conveys, transfers, assigns and sets over unto Assignee, her heirs and assigns, an overriding royalty interest of one percent *** 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 None

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

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

RECORDED Jan 22, 1979 8:00 A.M.
BOOK 57 Oil
& Gas Lease Page 121
Recorded, Indexed
by D McClure

Lessee

STATE OF [redacted]
COUNTY OF [redacted] ss:

171278

ACKNOWLEDGMENT
Single or Married

On this 18th day of December, 19 78, before me personally appeared

Louis T. Merriam, Jr.

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

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

[redacted] NOTARY PUBLIC STATE OF [redacted]

Notary Public

BETHANY CULHANE
Notary Public, State of New York
Qualified in [redacted]
Commission Expires [redacted]

My Commission expires on the [redacted] day of [redacted], A.D., 19[redacted].

121

122

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-46974

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That
Panos Investment Company
P.O. Box 2151
Salt Lake City, Utah 84110, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Tom Panos	P.O. Box 8279 Salt Lake City, Utah 84108	.75%
Bradley K. Panos	P.O. Box 8279 Salt Lake City, Utah 84108	.75%
Clifton W. Panos	P.O. Box 8279 Salt Lake City, Utah 84108	.75%
Geoffrey G. Panos	P.O. Box 8279 Salt Lake City, Utah 84108	.75%
Gregory P. Panos	P.O. Box 8249 Salt Lake City, Utah 84108	.75%
Patrick T. Panos Trust	572 East 6270 South Murray, Utah 84107	.75%

Being in all a total of an undivided
Four & One Half Percent (4.5%) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T-36-N, R-109-W, 6th PM

Sec. 8: W½, SE¼
16: W½NW¼, N½SW¼, SE¼SW¼
17: N½NE¼, SE¼NE¼
21: W½NE¼, E½W½, SE¼
28: E½NW¼

171385

Containing 1280.00 acres, more or less.

WITNESS our hands this 1 day of December, 1978.

Witnesses:

Panos Investment Company
by Thomas G. Panos
Thomas G. Panos, General Partner

STATE OF Utah
COUNTY OF Salt Lake } ss.

On the 1 day of December, 19 78, before me personally appeared Thomas G. Panos the signor of the above instrument, who duly acknowledged to me that executed the same.

My commission expires:

8-17-80

Notary Public
Residing in SALT LAKE CITY, UTAH

OIL & GAS FORM NO. 8
PETROLEUM INVESTMENT COMPANY

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

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

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

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

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

Witness:

Assignee:

..... as to Thomas G. Panos

..... as to Bradley K. Panos

..... as to Clifton W. Panos

..... as to Geofrey G. Panos

..... as to Gregory P. Panos

..... as to Patrick T. Panos Trust
by Gus G. Panos, Trustee

..... as to Qualifications under W-828

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

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

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

[redacted] RA[redacted]ON [redacted]

RENTAL DIVISION ORDER L- 621360

WHEREAS, under date of December 3, 1971, Jack D. Richardson and Norma A. Richardson, husband and wife,

s ..., executed and delivered to Humble Oil and Refining Company

..., an oil, gas and mineral lease which is recorded in Volume 48, Page 27, of the O & G Records Sublette County, Wyoming covering certain land in said County and State which is described in said lease. Reference to said lease and the record thereof is made for all purposes.

AND WHEREAS, said lease is now owned by EXXON CORPORATION, insofar as said lease covers

The attached Exhibit "A"

being 811.41 acres

AND WHEREAS the undersigned desire to adopt, ratify and confirm said lease insofar as it covers the right, title and interest of the undersigned in and to the above described land and to agree upon the division of interests in and to any rental payments to be made under said lease.

NOW THEREFORE, in consideration of $1.00 (One Dollar) cash in hand paid by EXXON CORPORATION unto each of us, the receipt of which is hereby acknowledged, and other good and valuable consideration, the undersigned parties hereby adopt, ratify and confirm said oil and gas lease and recognize the full validity of the same insofar as it affects the right, title and interest of the undersigned in and to the above described land, hereby granting, leasing and letting said land subject to and in accordance with the terms and conditions set forth in said lease. For the same consideration, it is agreed: (a) The respective amounts to which each of the undersigned is entitled in any delay rental which the owner of said lease may elect to pay under said lease are as set out hereinafter opposite their respective names; and (b) The depository to which any delay rental may be paid or tendered to the credit of each royalty owner signing this agreement shall be as below set opposite the name of such owner, provided that if no depository is designated herein opposite the name of any such owner, then the depository as to such owner shall remain as specified by said oil and gas lease or by subsequent amendment thereof.

PAY TO	ADDRESS	AMOUNT	DEPOSITORY
Jack D. Richardson and Norma A. Richardson	Box 58 Pinedale, Wyoming 82941	$405.71	Direct

171387

Jan 79 ... 8:00 A.M.
... 124
... Fee $ ...
... CLERK
... WYOMING

None of the provisions of said oil and gas lease shall be affected or modified hereby except to the extent necessary to give effect to the provisions hereof.

The above division covers only the payment of delay rentals under said lease as to said land and does not purport to cover royalty payments or other payments provided for by said lease.

This agreement shall be binding upon the heirs, devisees, personal representatives, successors and assigns of the parties hereto and each of the undersigned hereby releases and waives any and all rights under and by virtue of the homestead exemption laws of said state. This instrument is binding on all of the undersigned regardless of whether all parties named in the above division of interests or all interest owners join in its execution.

WITNESS our hands and seals this 10th day of January 1979

WITNESSES

Jack D Richardson
Jack D. Richardson

Norma A Richardson
Norma A. Richardson

124

STATE OF
} SS
COUNTY OF

COLORADO-UTAH ACKNOWLEDGMENT
(INDIVIDUAL)

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

the signer(s) of the above instrument, who duly acknowledged to me that he (she or they) executed the same

My commission expires:

Notary Public

Residing at

STATE OF
} SS
COUNTY OF

(Individual-Wyo.)

The foregoing instrument was acknowledged before me by

this day of , 19

WITNESS my hand and official seal.

My commission expires:

Notary Public

STATE OF
} SS
COUNTY OF

(Individual-Wyo.)

The foregoing instrument was acknowledged before me by

this day of , 19

WITNESS my hand and official seal.

My commission expires:

Notary Public

STATE OF Wyoming
} SS
COUNTY OF Sublette

MONTANA-NO. DAKOTA-SO. DAKOTA ACKNOWLEDGMENT
(INDIVIDUAL)

On this 10th day of January in the year 1979, before me, Faye Hammons a Notary Public in and for said County and State, personally appeared Jack D. Richardson and Norma A. Richardson, husband and wife

known to me to be the person(s) whose name(s) is/are described in and who executed the within and foregoing instrument and acknowledged to me that he (she or they) executed the same.

My commission expires

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

Faye Hammons
Notary Public
Residing at Pinedale Wyoming

STATE OF
} SS
COUNTY OF

(Certificate of Recording)

This instrument was filed for record on the day of , 19 at o'clock

and recorded in Book at Page of the records of this office

By

County Clerk and Recorder

Deputy

AFTER RECORDING RETURN TO

Township 33 North, Range 109 West, 6th PM

Section 10: NE¼NE¼, S½NE¼, SE¼
Section 11: W½NE¼, W½, SE¼ excepting the following described tracts:

That part of SE¼NE¼ of Section 10-T33N-R109W described as follows: Beginning at a point N 17°2.7'W, 2901.5' from the SE corner of said Section 10, thence S 85°34.3'W 363.19', thence N 03°48.8'W, 506.9', thence S 83°37.9'E 504.4', thence S03°11.9'W 416.07', thence S 85° 34.3'W, 82.61' to point of beginning and containing 4.999 acres, more or less.

Beginning at the S¼ corner of Section 10, T-33N, R-109W, thence N 0°4'E a distance of 479.8' to the point of beginning of said tract: thence N 89°51'E 1216.7', thence N 02°36'W 181', thence S 89°51'W 1208', thence S0°04'W 180.8' to the point of beginning and containing 5.0 acres, more or less.

Beginning at the S¼ corner of Section 10, T-33N, R-109W thence N 0°04'E a distance of 301.0' to the point of beginning of said tract: thence N 89°51'E 1225.3', thence N 02°36'W 179', thence S 89°51'W 1216.7', thence S 0°04'W 173.8' to point of beginning and containing 5.0 acres, more or less.

That part of S½SE¼ of Section 10, T-33N, R-109W bounded as follows:
On the East by East Line of said Section 10,
On the South by South Line of said Section 10,
On the West by East right-of-way line of State Highway #187,
On the North by a line parallel to and 495' northerly of the South Line of said Section 10 excepting therefrom the following described tract:
That part of S½SE¼ of Section 10, T-33N, R-109W described as follows: Beginning at the intersection of the East right-of-way line of State Highway #187 and the South line of said Section 10, S 89°35.3'W 1,364' from the SE corner of said Section 10, thence N 02°36.0'W 418' along the said East right-of-way line, thence N 87°24.0' E 208.65', thence S 02°36.0'E 425.97' to point on South line of said Section 10, thence S 89°35.3'W 208.80' along South line of said Section 10 to point of beginning, containing 2.021 acres, more or less and encompassing an area of 13.6 acres, more or less.

ASSIGNMENT OF ROYALTY PAYMENT

WHEREAS, the undersigned has been a successful participant in a drawing for oil and gas leases sponsored by the United States Government and has leased said oil and gas rights from the United States of America on lands including:

(Insert legal description below)

Township 31 North, Range 115 West, 6th Prin. Mer.

Section 9: SE¼
Section 15: W½, SE¼
Section 16: E½
Section 21: E½
Section 22: All
Section 27: NE¼
Section 28: E½E½

Sublette County, Wyoming

171388

FILED Jan 27 1972 8:00 A.M.
BOOK 57 Misc PAGE 127
FEE $4.00 Dale J Yale
SUBLETTE COUNTY, WYOMING CLERK
By Deputy

Containing 2240.00 acres, more or less.

FURTHER WHEREAS, the undersigned has authorized FRED L. ENGLE, d/b/a Resource Service Company to act as agent for the undersigned to negotiate a sale, assignment or sub-lease of said lease rights to Rainbow Resources, Inc., and

FURTHER WHEREAS, the undersigned has sold, assigned, sub-leased said lease rights in the land heretofore described to Rainbow Resources, Inc. by agreement dated September 7, 1976 by which agreement the undersigned is to receive certain overriding royalty payments.

FURTHER WHEREAS, the undersigned has previously agreed to pay FRED L. ENGLE, d/b/a Resource Service Company, upon the successful negotiation of a sale, assignment or sub-lease of the undersigned's lease rights, a portion of any royalty payments to be received by the undersigned according to the following schedule:

16 % of the 5 % overriding royalty due the undersigned if the overriding royalty due the undersigned is $ 100,000.00 or less annually.

12 % of the 5 % overriding royalty due the undersigned for all overriding royalty exceeding $ 100,000.00 annually.

NOW THEREFORE, the undersigned does hereby grant, assign, transfer and convey to FRED L. ENGLE, d/b/a Resource Service Company, his heirs, legal representatives or assigns, the unconditional right and privilege to receive in his own name royalty payments, due to the undersigned pursuant to the agreement between the undersigned and Rainbow Resources, Inc. _____, dated September 7, 1976, to the extent of the following schedule:

16 % of the 5 % overriding royalty due the undersigned if the overriding royalty due the undersigned is $ 100,000.00 or less annually.

12 % of the 5 % overriding royalty due the undersigned for all overriding royalty exceeding $ 100,000.00 annually.

and does further hereby authorize and instruct Rainbow Resources, Inc. to pay the hereinbefore stated proportion of said royalty payments directly to FRED L. ENGLE, d/b/a Resource Service Company, in his own name.

Dated at Milwaukee, Wisconsin,

this _____ day of _____, 19____.

Robert L. Wuebben
(Assignor's Signature) Robert L. Wuebben

W130, S6378 Kipling Dr.
Hales Corners, WI 53130
(Assignor's Address)

STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY)

Personally came before me, this 5th day of October A.D., 1976, the above named _____

Robert L. Wuebben

_____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

Orin H. Wagner
Notary Public, Milwaukee Co.

State of Wisconsin

My Commission Expires: June 11, 1978

THIS INSTRUMENT WAS DRAFTED BY
HARRY W. THEUERKAUF

ASSIGNMENT
OF OIL AND GAS LEASE

THE STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE)

THAT the undersigned, OIL AND GAS FUTURES, INC. OF TEXAS, 2200 South Post Oak Road, Suite 700, Houston, Texas 77056 (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:

Howard Phipps, Jr.	5.638%
Anne P. Sidamon-Eristoff	5.638
Howard Phipps	5.549
Audrey P. Holden	4.669
Sonia P. Seherr-Thoss	4.669
Albert C. Bostwick	2.026
Margaret Boegner	1.145
	29.334% of 8/8ths

whose mailing address is c/o J. F. Dougherty, 2200 South Post Oak Road, Suite 700, Houston, Texas 77056 (hereinafter called Assignees), being all of Assignor's right, title and interest in and to the oil and gas lease dated January 18, 1973, from White Acorn Sheep Company, a Wyoming corporation, Lessor, to Rainbow Resources, Inc., Lessee, recorded in Book 49, Page 245, of the Oil & Gas Lease Records of Sublette County, Wyoming, insofar as said lease covers the following described land in Sublette County, State of Wyoming:

Township 27 North, Range 103 West
Section 21: SW/4 SW/4
Section 29: NE/4 NE/4

Township 28 North, Range 103 West
Section 35: SW/4 NE/4, SE/4 NW/4

and containing 160.00 acres, more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

It is expressly understood and agreed that Assignor does hereby sell, assign, transfer and set over unto the above Assignees all of Assignor's right, title and interest in and to that certain overriding royalty of 3.000% of 4.666% of 8/8ths of all oil, gas and casinghead gas produced, saved and marketed from the above described land under the provisions of the aforesaid lease, or any extension or renewal thereof, reserved in that certain Assignment dated October 1, 1976, recorded in Book 53, Page 544, of the Oil & Gas Lease Records of Sublette County, Wyoming.

171389

RECORDED Jan 27 ... 19 72 ... 8:00A
IN BOOK 57 ... PAGE 129
FEE $ 7.25 Paid

[redacted] [redacted] [redacted]

This assignment shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 9th day of October, 1978.

OIL AND GAS FUTURES, INC. OF TEXAS

By _____
Its Attorney

STATE OF LOUISIANA I

PARISH OF ORLEANS I

ON THIS 9th day of October, 1978, before me, appeared JAMES E. WRIGHT, JR., to me personally known, who, being by me duly sworn, did say that he is the Attorney for OIL AND GAS FUTURES INC. OF TEXAS, and that said instrument was signed in behalf of said corporation by authority of the U.S. District Court, U.S. Bankruptcy Court, for the Eastern District of Louisiana, and said James E. Wright, Jr., Attorney, acknowledged said instrument to be the free act and deed of the said corporation.

_____
NOTARY PUBLIC

JOHN Y. [illegible]
NOTARY PUBLIC
Parish of Orleans, State of La.
My commission is issued for life.

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

IN THE MATTER OF OIL AND GAS LEASE)
WYOMING LAND OFFICE) ASSIGNMENT OF OVERRIDING ROYALTY
SERIAL NO. W-5627-B)

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned, OIL AND GAS FUTURES, INC. OF TEXAS by virtue of an assignment dated the 5th day of February, 1976, between Oil and Gas Futures, Inc. of Texas et al and Davis Oil Company, is the owner of an overriding royalty of two and one eighth percent (2.125%) of all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the following described lands situated in the County of Sublette, State of Wyoming, to-wit:

Township 28 North, Range 108 West, 6th P.M.
Section 9: All
Containing 640.00 acres, more or less.

All of which lands are covered by and included within that certain oil and gas lease bearing Bureau of Land Management Wyoming Land Office Serial No. W-5627-B.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by Howard Phipps, Jr., et al, hereinafter called "Assignees", the receipt and sufficiency of which is hereby acknowledged by Oil and Gas Futures, Inc. of Texas, hereinafter called "Assignor", Assignor has sold, assigned, transferred, and conveyed, and by these presents does sell, assign, transfer, and convey unto:

Howard Phipps, Jr.	19.21923%
Anne P. Sidamon-Eristoff	19.21923%
Howard Phipps	18.91890%
Audrey P. Holden	15.91590%
Sonia P. Seherr-Thoss	15.91590%
Albert C. Bostwick	3.90390%
Margaret Boegner	6.90694%

Assignees, whose mailing address is c/o J. F. Dougherty, 2200 South Post Oak Road, Suite 700, Houston, Texas 77056, all (100%) of the aforementioned overriding royalty, and being two and one eighth percent (2.125%) of all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the premises hereinabove described under and pursuant to the terms of the oil and gas lease issued.

TO HAVE AND TO HOLD unto Assignees, their heirs, personal representatives, successors, and assigns, subject, however, to all of the terms and conditions of the aforementioned assignment.

171390

[redacted]

[redacted] [redacted] [redacted]

1978 DEC 14 PM 12:37

IN WITNESS WHEREOF, Assignor has hereunto set its hand this 5th day of October, 1978.

OIL AND GAS FUTURES, INC. OF TEXAS

By _____
Its Attorney

STATE OF LOUISIANA)

PARISH OF ORLEANS)

ON THIS 5th day of October, 1978, before me, appeared JAMES E. WRIGHT, JR., to me personally known, who, being by me duly sworn, did say that he is the Attorney for OIL AND GAS FUTURES, INC. OF TEXAS, and that said instrument was signed in behalf of said corporation by authority of the U.S. District Court, U.S. Bankruptcy Court, for the Eastern District of Louisiana, and said James E. Wright, Jr., Attorney, acknowledged said instrument to be the free act and deed of said corporation.

JOHN Y. PEARCE
NOTARY PUBLIC
ORLEANS PARISH, LA.

_____
NOTARY PUBLIC

JOHN Y. PEARCE
NOTARY PUBLIC
Parish of Orleans, State of La.
My commission is issued for life.

133

17140

RECORDED Feb. 5, 1979 8:00 A.M.
AT BOOK 57 Deed PAGE 133
FEES $6.00 Tax $ Free

PARTIAL ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned DEPCO, Inc., a Delaware corporation with offices at 1000 Petroleum Building, 110 Sixteenth Street, Denver, Colorado 80202, said party being sometimes hereinafter referred to as "Assignor," for and in consideration of TEN AND NO/100 DOLLARS ($10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, does hereby GRANT, BARGAIN, SELL, TRANSFER, CONVEY, ASSIGN and SET OVER unto Davis Oil Company, a partnership, with offices at 1400 Four-Ten Building, 410 Seventeenth Street, Denver, Colorado 80202, said party being hereinafter referred to as "Assignee," seventy-five percent (75%) of whatever RIGHT, TITLE and INTEREST Assignor owns in and to that oil and gas lease insofar as it cover the lands, more particularly described below:

(DEPCO's LEASE NO. WY-00919)

Oil and gas lease dated August 28, 1969 by and between Ruth E. O'Neil Myers, as lessor, and DEPCO, Inc., as lessee, and recorded in the Sublette County Clerk's and Ex-Officio Register of Deeds records at Book 44 O&G, page 287, BUT INSOFAR ONLY as it covers the following described lands located in Sublette County, Wyoming, to wit:

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

Section 18: Lots 3, 4, E½SW¼, SW¼SE¼, NE¼SE¼, S½NE¼, NW¼NE¼, E½NW¼

containing 431.63 acres, more or less.

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

1. The Partial Assignment of Oil and Gas Lease is made pursuant to and subject to that certain Acreage Contribution Agreement dated August 19, 1977 by and between Assignor and Assignee, a copy of such Acreage Contribution Agreement is located in the offices of the Assignor and Assignee.

2. If said lease is to be maintained in force and effect by the payment of further delay rentals thereunder, DEPCO, Inc. shall pay such delay rental which may be necessary and required to maintain the same in full force and effect; however, DEPCO, Inc. shall never be liable or responsible to Assignee, its successors or assigns, for the expiration or termination of the lease by reason of any error or omission in making such payment. Assignee agrees to reimburse DEPCO, Inc. for its proportionate part of any and all delay rentals so paid within thirty (30) days after receipt of a statement showing the amounts so paid.

It is further agreed with respect to such delay rentals, that if either of the parties hereto shall at any time elect not to participate in the payment of any future delay rentals under said lease, then the party so electing not to participate therein may be relieved of the obligations and duties with respect to any future delay rentals thereunder by notifying the other party not less than sixty (60) days prior to the date such rentals are due and payable under the terms of said lease, of the election not to participate in such payments and by transferring and assigning to the other party, and upon its request in writing, without cost or charge, all of the nonparticipating party's rights, title and interest in and to said lease.

3. This Partial Assignment of Oil and Gas Lease is made subject to Assignee bearing and assuming its proportionate part of all royalties, production payments, overriding royalties and other encumbrances of record in the Sublette County, Wyoming records as of the date of the Partial Assignment of Oil and Gas Lease. This Partial Assignment of Oil and Gas Lease shall be subject to the terms, conditions and agreements under which Assignor acquired or holds title thereto.

(DEPCO's LEASE NO. WY-00919)
Aspen Ridge Area
77-WY-32, DAVIS: #1 Bacon Ridge Fed.

[redacted] [redacted] 0-6521-A [redacted]

4. This Partial Assignment of Oil and Gas Lease is made without any warranties of title, either expressed, implied or statutory.

EXECUTED THIS 8th DAY OF DECEMBER, 1978.

ATTEST:

Michael D. Shepard, Secretary

DEPCO, Inc.

R. M. Kenyon, Vice President

Legal
Land
Expl.
Prod.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 8th day of December, 1978, by R. M. Kenyon, Vice President of DEPCO, Inc.

Witness my hand and official seal.

My commission expires:
September 16, 1980.

Notary Public

(DEPCO's LEASE NO. WY-00919)
Aspen Ridge Area
77-WY-32, DAVIS: #1 Bacon Ridge Fed.

AMENDMENT TO OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS on the 23rd day of September, 1978

W. D. Alexander, also known as William Dan Alexander, and Dorothy Alexander, husband and wife,
as Lessor, made, executed and delivered unto

Jas. O. Breene, Jr., as Lessee, an oil and gas lease covering and applying to land located in Sublette County, Wyoming, which said lease is of record in Volume 56, Page 671 of the Oil and Gas Records (#170452) for Sublette County, Wyoming, is now in full force and effect, and is made a part hereof by reference; and

WHEREAS, through inadvertence the parties failed to include a statement of release and waiver of the Lessor's homestead rights pursuant to Wyoming law; and

WHEREAS, said lease is now owned by Jas. O. Breene, Jr. and as between the parties hereto it is mutually desirable and advantageous that said lease be amended to correct said inadvertent failure;

NOW, THEREFORE, in consideration of the premises and of the monies heretofore and hereafter to be paid under the terms of said lease and of One Dollar ($1.00), cash in hand paid to each party hereto by Jas. O. Breene, Jr., and of other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto do hereby amend said lease by incorporating into said lease the following, to-wit:

Lessor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming which Lessor might have or obtain in and to the land covered by this lease.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates hereinafter set opposite their signatures.

Date of Execution:

January 31, 1979

W. D. ALEXANDER

January 31, 1979

DOROTHY ALEXANDER

171533

Feb 7, 1979 8:00 AM
57 O.F. 135
6.00 Laura Yale

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by W. D. Alexander, also known as William Dan Alexander, and Dorothy Alexander, also known as Dorothy H. Alexander, husband and wife, this 31st day of January, 1979.

WITNESS my hand and official seal.

My commission expires:
Term

January 3, 1982

Notary Public County Clerk

STATE OF WYOMING
COUNTY CLERK
SUBLETTE COUNTY

177

171633

Rocky Mtn. Revised 10-75

OIL AND GAS LEASE

Entered by O M Lewis 1979
RECORDED Feb 9 1979 #79 1030
IN BOOK 57 Oil & Gas PAGE 13
FEES 6.00 Jane Yake COUNTY CLE
SUBLETTE COUNTY CLERK

AGREEMENT, Made and entered into this 22nd day of January, 19 79
by and between Viola Siems, a widow
Daniel, Wyoming 83115

Party of the first part, hereinafter called lessor (whether one or more) and
Gulf Oil Corporation, P.O. Box 2619, Casper, Wyoming 82602
Party of the second part, hereinafter called lessee.

WITNESSETH: That the said lessor, for and in consideration of Ten and more---------- Dollars cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit:

Township 35 North, Range 113 West, 6th P.M.
Section 11: S/2 SE/4
Section 12: SW/4 SW/4
Section 13: N/2, N/2 SE/4, NE/4 SW/4
Section 14: E/2 NE/4, NW/4 NE/4

This lease covers all of the land described above, including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above. This lease shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise 680.00 acres, whether actually more or less.

It is agreed that this lease shall remain in force for a term of five years from Feb. 15, 1979 and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with such well at his own risk and expense.

If no well shall be commenced on said land on or before one year from Feb. 15, 1979, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney Bank at Big Piney, Wyoming 83113 or its successor or successors, or any bank with which it may be merged, or consolidated or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Six Hundred Eighty and No/100---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If, 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 ofsuch 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 lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

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

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

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

[redacted] [redacted] 8 3 [redacted] 01

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

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such 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.

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

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

X Viola Stems (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

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

Arizona, Colorado, Idaho, Montana,
Nebraska, Nevada, North Dakota, Oregon
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

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

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

My Commission Expires [redacted]

[redacted]
Notary Public
[redacted] County, [redacted]

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 _____

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

STATE OF _____ } SS.
COUNTY OF _____ }

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

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

My Commission Expires _____

_____
Notary Public

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE W-55632

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That
L. McMurdie
P.O. Box 15874
Salt Lake City, Utah 84115, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Pete Panos	P.O. Box 15874 Salt Lake City, Utah 84115	0.50%
G.G. Panos	P.O. Box 15874 Salt Lake City, Utah 84115	0.50%

171685

RECORDED Feb 13 19 79 8:00 AM
IN BOOK 57 Dr O PAGE 139
FEES $7.25 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGinnis

Being in all a total of an undivided 1.00% (one percent) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T-32-N, R-111-W, 6th PM

Section 5: Lots 1, 2
8: $NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$
9: $E\frac{1}{2}NE\frac{1}{4}$
10: $W\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$
15: $W\frac{1}{2}$, $W\frac{1}{2}SE\frac{1}{4}$
17: $NE\frac{1}{4}NE\frac{1}{4}$
19: Lots 1, 2, 3, 4, $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$
20: $SW\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$
22: $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$
26: $NW\frac{1}{4}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$

Containing 2,444.34 acres, more or less.

WITNESS our hands this 12 day of December, 19 78

Witnesses:

L. McMurdie

STATE OF Utah
COUNTY OF Salt Lake } ss.

On the 12 day of December, 19 78, before me personally appeared L. McMurdie the signor of the above instrument, who duly acknowledged to me that he executed the same.

Notary Public

My commission expires:
8-2-82

Residing in [redacted]

OIL & GA[redacted] NO. 8
PETROLEU[redacted] IMENT 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 [signature]
P.O. Box 15874
Salt Lake City, Utah 84115

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

..... as to [signature]
P.O. Box 15874

..... as to Salt Lake City, Utah 84115

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

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

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

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

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

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

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

1 171693

RECORDED Feb. 13 1979 11:40 AM
BK Misc 57 PAGE 141
FEES $ 8.00 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

8.00

Rky Mtn Revised 10-75

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 23rd day of January, 19 79
by and between William H. Budd, Sr., and Thelma L. Budd, husband and wife
Big Piney, Wyoming 83113

Party of the first part, hereinafter called lessor (whether one or more) and
Gulf Oil Corporation, P.O. Box 2619, Casper, Wyoming 82602
Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and more---------- Dollars cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be said, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit:

See attached rider

This lease covers all of the land described above, including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above. This lease shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise 699.79 acres, whether actually more or less.

It is agreed that this lease shall remain in force for a term of ~~xxx~~ five ~~xxx~~ years from Feb. 27, 1979 and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed, lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

If no well be commenced on said land on or before one year from ~~xxxxxxxxxx~~ Feb. 27, 1979, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney Bank at Big Piney, Wyoming or its successor or successors, or any bank with which it may be merged, or consolidated or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Six Hundred Ninety Nine and 79/100---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed as the same effect, except for the payment of royalty as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. Royalties provided shall 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 unit bears to the total acreage of all land included and covered hereby and placed in the unit, or lessor's royalty interest therein on an acreage basis bears to the total acreage of all land in the unit.

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

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

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

SS # 528-10-5410 (SEAL)

(SEAL)

SS # 520-30-6948 (SEAL)

(SEAL)

X William H. Budd, Sr. (SEAL)

(SEAL)

X Thelma L. Budd (SEAL)

(SEAL)

STATE OF Wyoming
COUNTY OF Subletto } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon, South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 29th day of January, 1979, personally appeared William H. Budd and Thelma L. Budd, to 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: County Subletto — My Commission Expires Nov. 25, 1981

Notary Public

STATE OF _____ } SS.
COUNTY OF _____

This instrument was filed for record on the 13 day of Feb, 1979, at 11:50 o'clock AM., and duly recorded in Book 57, Page 141 of the records of this office.

Karen J. Hahl
County Clerk—Register of Deeds.

By Marjorie Mc Kee
Deputy.

When Recorded 17116 73

Return to

Oil, and Gas Lease

FROM

TO

Dated _____, 19__

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

No. of acres _____ Term _____

STATE OF _____ } SS.
COUNTY OF _____

This instrument was filed for record on the _____ 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 _____

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

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

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

My Commission Expires _____

Notary Public

142

Township 30 North, Range 112 West
Section 6: Lot 3(39.92), Lot 4(16.87), Lot 5(16.26), SE/4 NW/4

Township 30 North, Range 113 West
Section 1: Lot 1(39.98), Lot 2(39.96)

Township 31 North, Range 112 West
Section 31: Lot 1(16.77), Lot 2(16.73), Lot 3(16.67),
Lot 4(16.63), E/2 W/2, S/2 NE/4, SE/4
Section 32: NW/4 SW/4

8 33683 03

[redacted] [redacted] [redacted]

INDEXED
CROSS INDEXED

171694
RECORDED Feb. 13 1979 11:50 A.M.
IN BOOK 57 Oil & G PAGE 144
FEES 6.00 Lois J. York COUNTY CLERK
SUBLETTE COUNTY CLERK
by D. McClure

cky Mtn. Revised 10-75

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 22nd day of January, 19 79
by and between James H. Luce and Shirley B. Luce, husband and wife
Big Piney, Wyoming 83113

Party of the first part, hereinafter called lessor (whether one or more) and
Gulf Oil Corporation, P.O. Box 2619, Casper, Wyoming 82602 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and more---------- D... cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit:

Township 30 North, Range 110 West, 6 P.M.
Section 19: S/2 NE/4, NW/4 SE/4
Section 20: NW/4, NE/4 SW/4

This lease covers all of the land described above, including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above. This lease shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise 320.00 acres, whether actually more or less.

It is agreed that this lease shall remain in force for a term of ~~xxx~~ five years from ~~xxx~~ Feb. 28, 1979 and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

If no well be commenced on said land on or before one year from ~~xxxxxxxxx~~ Feb. 28, 1979 this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney Bank at Big Piney, Wyoming 83113 or its successor or successors, or any bank with which it may be merged, or consolidated or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Three Hundred Twenty 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 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 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 ofsuch 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 mannet as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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

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

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

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

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on production from any unit in the proportion, [illegible] to the total acreage of all tracts 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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such 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.

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

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

X _____ (SEAL)
James H. Luce

_____ (SEAL)

X _____ (SEAL)
Shirley B. Luce

_____ (SEAL)

STATE OF Wyoming }
COUNTY OF Sublette } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30th day of January, 1979, personally appeared James H. Luce and Shirley B. Luce and husband andwife, 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 Nov. 25, 1981

Helen O'Brien Notary Public
Sublette County, Wyoming

My Commission Expires Nov. 25, 1981

Notary Public

Oil and Gas Lease

FROM

TO

Dated _____, 19__

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

_____ County _____

No. of acres _____ Term _____

STATE OF _____ }
COUNTY OF _____ } SS.

This instrument was filed for record on the 13 day of Feb, 1979, at 11:52 o'clock A.M., and duly recorded in Book 57, Page 144 of the records of this office. 046

Louis J. Hyde
County Clerk—Register of Deeds.

By Dorothy Hillard
Deputy.

When Recorded 17126 94

Return to _____

STATE OF _____ }
COUNTY OF _____ } SS.

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

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

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

My Commission Expires _____

Notary Public

[redacted]

[redacted]

RECORDED Feb 13 1979 [redacted] 9 11:50AM
IN BOOK 57 Misc PAGE 146
FEES 6.00 State of Utah COUNTY CLERK
By D McKenzie

171695

ky Mtn Revised 10-75

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 23rd day of January, 19 79
by and between Edward D. Finnegan and Inez P. Finnegan, husband and wife
Box 668
Pinedale, Wyoming 8[illegible]1

Party of the first part, hereinafter called lessor (whether one or more) and
Gulf Oil Corporation, P.O. Box 2619, Casper, Wyoming 82602 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and more---------- Dollars cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit:

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

This lease covers all of the land described above, including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above. This lease shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise 960.00 acres, whether actually more or less.

It is agreed that this lease shall remain in force for a term of ~~ten~~ five years from ~~xxx~~ Feb 27, 1979 and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be $[illegible] per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

If no well be commenced on said land on or before one year from ~~xxxxxxxxx~~ Feb. 27, 1979 this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney Bank at Big Piney, Wyoming 83113 or its successor or successors, or any bank with which it may be merged, or consolidated or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Nine Hundred Sixty and No/100---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such 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.

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

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

X _____ (SEAL)
Edward D. Finnegan

_____ (SEAL)

X _____ (SEAL)
Inez P. Finnegan

_____ (SEAL)

_____ (SEAL)

STATE OF Wyoming
COUNTY OF Sublette } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 29th day of January, 19 79, personally appeared Edward D. Finnegan and Inez P. Finnegan, to 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 _____

Thea L. O'Brien - Notary Public
County of Sublette, Wyoming
My Commission Expires Nov. 25, 1981

_____
Notary Public

Oil, and Gas Lease

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

_____ County

No. of acres _____ Term _____

STATE OF _____
COUNTY OF _____ } SS.

This instrument was filed for record on the 13 day of Feb, 1979, at 11:50 o'clock AM., and duly recorded in Book 57, Page 146 of the records of this office.

Lucy J. Clark
County Clerk—Register of Deeds.
By Dorothy Kelly
Deputy

When Recorded 17116

Return to _____

STATE OF _____
COUNTY OF _____ } SS.

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

On this _____ day of _____, 19_____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

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

My Commission Expires _____

[redacted] [redacted]

RECORDED Feb 13 1979 8:22 AM
IN BOOK 57 Misc Rec PAGE 148
FEE $ 9.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Etwire

cky Mtn. Revised 10-75

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 23rd day of January 19 79
by and between Obed Nordlie and Luella E. Nordlie, husband and wife
805 Southwestern Ave.
Sioux Falls, South Dakota 57100

Party of the first part, hereinafter called lessor (whether one or more) and
Gulf Oil Corporation, P.O. Box 2619, Casper, Wyoming 82602 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and more---------- Dollars cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming described as follows, to wit: Except However any and all other methods wherein and whereby nuclear, hydrogen, or atomic energy, or nuclear fission or hydrogen or atomic bomb devices are employed.

Township 33 North, Range 112 West 6th P.M.
Section 31: Lot 1(40.00) 2(40.00) 3(40.00), E/2 NW/4, NE/4 SW/4, NE/4, N/2 SE/4
Section 32: N/2 NW/4, NW/4 NE/4

This lease covers all of the land described above, including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above. This lease shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise 600.00 acres, whether actually more or less.

It is agreed that this lease shall remain in force for a term of ~~XXXX~~ five years from ~~XXXX~~ Feb. 26, 1979 and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton gathered; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

If no well be commenced on said land on or before one year from ~~XXXXXXXXXX~~ Feb. 26, 1979 this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Valley National Bank at Sioux Falls, South Dakota or its successor or successors, or any bank with which it may be merged, or consolidated or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Six Hundred and No/100---------- 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 ofsuch 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. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

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

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

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, [illegible] acreage interest in the land covered hereby and placed in the unit bears to the total acreage of the land in the unit.

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

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such 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.

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

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

X _____ (SEAL)
Obed Nordlie

_____ (SEAL)

X _____ (SEAL)
Luella E. Nordlie

_____ (SEAL)

N. BRUHN
NOTARY
PUBLIC
SOUTH DAKOTA

STATE OF South Dakota }
COUNTY OF Minnehaha } SS.

Arizona, Colorado, Idaho, Montana,
Nebraska, Nevada, North Dakota, Oregon
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 29th day of January, 19 79, personally appeared Obed Nordlie and Luella E. Nordlie, to 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 free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires 12/3/81

_____
Notary Public

Oil and Gas Lease

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

_____ County _____

No. of acres _____ Term _____

STATE OF _____ }
COUNTY OF _____ } SS.

This instrument was filed for record on the 13 day of Feb, 19 79, at 11:50 o'clock A.M., and duly recorded in Book 577, Page 142 of the records of this office.

Doris J. Hyde
County Clerk—Register of Deeds.

By Lucille Kay Hilgenberg
Deputy.

When Recorded 177696

Return to _____

STATE OF _____ }
COUNTY OF _____ } SS.

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

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

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

My Commission Expires _____

[redacted] [redacted] [redacted] Public

Producers K [redacted]

OIL A[redacted]GAS LEASE

[redacted] TZEL BLUE PRINT CO. CASPER, WYOMING

AGREEMENT, Made and entered into this 18th day of December, 19 79
by and between Edith Barp and George Barp, her husband of Big Piney, Wyoming 83113

herei Oil and Gas Inc., hereinafter called lessor (whether one or more) and
Enginer Center 1 Bldg. 717 17th St. Suite2000, Denver, CO. 80202, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of ten and more Dollars ($10.00+)
cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette
State of Wyoming, described as follows, to wit:

T32 N, R111 W, 6th P.M.
Sec. 7: Lots 2,3,4, $SE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$
Sec. 8: $SW\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$
Sec. 17: $W\frac{1}{2}$, $W\frac{1}{2}E\frac{1}{2}$, $SE\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$
Sec. 18: Lots 1,2, $E\frac{1}{2}$, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$
Sec. 20: $NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$
Sec. 21: $W\frac{1}{2}$, $W\frac{1}{2}E\frac{1}{2}$, $SE\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$
Sec. 28: $NW\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$
T33 N, R111 W, 6th P.M.
Sec. 31: Lots 3,4, $SE\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$

T32 N, R112 W, 6th P.M.
Sec. 10: Lots 1,2,3
Sec. 11: Lots 1,2,3,4, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$
SEC. 12: Lots 1,2,3,4, $S\frac{1}{2}N\frac{1}{2}$, $N\frac{1}{2}S\frac{1}{2}$, $SW\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$
Sec. 13: $NE\frac{1}{4}NE\frac{1}{4}$
T33 N, R112 W, 6th P.M.
Sec. 27: $W\frac{1}{2}NE\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $S\frac{1}{2}$
Sec. 34: $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$
Sec. 35: $SW\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}$, $SE\frac{1}{4}$

and containing 5,218.80 acres, more or less.

It is agreed that this lease shall remain in force for a term of eight (8) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

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

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

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (⅛) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 17th day of December, 19 79, 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, Wyo. 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 Five Thousand Two Hundred Eighteen and 80/100 ---------- $5,218.80 ---------- DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

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

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

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

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

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest hereby and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

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

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

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

_____ (SEAL) Edith Barp (SEAL)

_____ (SEAL) _____ (SEAL)

_____ (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 _____ day of _____, 19____, 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.

My Commission Expires _____

Helen L. Lee
County of Sublette State of Wyoming
My Commission Expires Nov. 25, 1981

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 the 14th day of Feb 1979, at 8:00 o'clock A.M. and duly recorded in Volume 57 Oil Page 150 of the records of this office.

By Lois J. Yake by Dorothy McLewis
Deputy

171710

When recorded return to

Producers K & [redacted]

OIL A[redacted]AS LEASE

[redacted] EL BLUE PRINT CO. CASPER, WYOMING

AGREEMENT, Made and entered into this 18th day of December, 19 78
by and between Mary O'Neil Meeks, a widow, 13619 Hawthrone Drive, Sun City, Az. 85351

Kenai Oil and Gas Inc., hereinafter called lessor (whether one or more) and
Enginer Center 1 Bldg. 717 17th St. Suite2000, Denver, CO. 80202, hereinafter called lessee.

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

T32 N, R111 W, 6th P.M.
Sec. 7: Lots 2,3,4, SE¼NW¼, E½SW¼, S½NE¼, SE¼
Sec. 8: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Sec. 17: W½, W½E½, SE¼NE¼, E½SE¼
Sec. 18: Lots 1,2, E½, E½NW¼, NE¼SW¼
Sec. 20: NE¼, N½NW¼, SE¼NW¼, N½SE¼, SE¼SE¼
Sec. 21: W½, W½E½, SE¼NE¼, E½SE¼
Sec. 28: NW¼NE¼, N½NW¼
T33 N, R111 W, 6th P.M.
Sec. 31: Lots 3,4, SE¼SW¼, SW¼SE¼
T32 N, R112 W, 6th P.M.
Sec. 10: Lots 1,2,3
Sec. 11: Lots 1,2,3,4, S½NE¼, SE¼NW¼, N½SE¼
Sec. 12: Lots 1,2,3,4, S½N½, N½S½, SW¼SW¼, S½SE¼
Sec. 13: NE¼NE¼
T33 N, R112 W, 6th P.M.
Sec. 27: W½NE¼, S½NW¼, S½
Sec. 34: N½NE¼, SE¼NE¼
Sec. 35: SW¼NE¼, W½, SE¼

and containing 5,218.80 acres, more or less.

It is agreed that this lease shall remain in force for a term of eight (8) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

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

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

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (⅛) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 17th day of December, 19 79, 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 [redacted] Bank at [redacted] 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 Thousand Two Hundred Eighteen and 80/100 ——— $5,218.80 ——— DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

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

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

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

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof, and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rentals 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 where the said lessee or any assignee thereof shall make full payment of said rentals. No assignment of this lease shall be binding on lessee until approved by the proper authority, and shall then relieve and discharge the lessee of all obligations hereunder.

Compliance with any covenant, term or condition contained herein, or with any rule, regulation or order now or hereafter promulgated by any lawful authority, or with any Judgments, decrees, rules, regulations or orders promulgated by State or Federal courts, State or Federal officers, boards, commissions or agencies, or any reporting to be made under authority of any such court, officer, board, commission or agency, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, understanding, 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 rights of homestead, dower or courtesy they or either of them may have in or to the leased land.

Lessor hereby warrants and agrees to defend the title to the lands 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 heirs, devisees and successors, and those of the lessee though unsigned by other lessors named herein.

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

(SEAL) Mary O'Neil Meeks (SEAL)

(SEAL) (SEAL)

(SEAL) (SEAL)

(SEAL) (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 6th day of October, 1978, 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 2/26/1982

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 the day of , A. D. 19

(SEAL)

Notary Public.

My Commission expires

121711

This instrument was filed for record at the 14th day of February 1979 at 8:00 o'clock A M and duly recorded in Volume 57 Real Page 152 of the records of this office.

By Lois J Yake by Dorothy McElwee
Deputy

When recorded return to

Producers K 88 [redacted]

OIL AN[redacted]AS LEASE

[redacted] L BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 18th day of December, 19 78
by and between Cornelia M. Jewett Robinson formerly Cornelia M. Jewett dealing with her sole and seperate property 772 Pontiac Drive, Murray, Utah 84107
Kenai Oil & Gas Inc.
Engineer Center 1 Bldg. 717 17th St. Suite2000, Denver, CO. 80202
hereinafter called lessor (whether one or more) and 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 product, 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:

T32 N, R111 W, 6th P.M.
Sec. 7: Lots 2,3,4, $SE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$
Sec. 8: $SW\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$
Sec. 17: $W\frac{1}{2}$, $W\frac{1}{2}E\frac{1}{2}$, $SE\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$
Sec. 18: Lots 1,2, $E\frac{1}{2}$, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$
Sec. 20: $NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$
Sec. 21: $W\frac{1}{2}$, $W\frac{1}{2}E\frac{1}{2}$, $SE\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$
Sec. 28: $NW\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$
T33 N, R111 W, 6th P.M.
Sec. 31: Lots 3,4, $SE\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$
T32 N, R112 W, 6th P.M.
Sec. 10: Lots 1, 2, 3
Sec. 11: Lots 1,2,3,4, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$
Sec. 12: Lots 1,2,3,4, $S\frac{1}{2}$, $N\frac{1}{2}$, $N\frac{1}{2}S\frac{1}{2}$, $SW\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$
Sec. 13: $NE\frac{1}{4}NE\frac{1}{4}$
T33 N, R112 W, 6th P.M.
Sec. 27: $W\frac{1}{2}NE\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $S\frac{1}{2}$
Sec. 34: $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$
SEc. 35: $SW\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}$, $SE\frac{1}{4}$

and containing 5,218.80 acres, more or less.

It is agreed that this lease shall remain in force for a term of eight (8) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

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

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

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (⅛) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 17th day of December, 19 79, 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 N.A. Kemmerer 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 Five Thousand Two Hundred Eighteen and 80/100 ---------- $5,218.80 ---------- 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 reveraion having occurred to cover the interest so acquired.

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

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

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

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

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

Compliance with any now or hereafter existing act, bill or statute 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 that he 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 shall extend to and be binding upon the executors, administrators, successors, 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) Cornelia M. Jewett Robinson (SEAL)

(SEAL) (SEAL)

(SEAL) (SEAL)

(SEAL) (SEAL)

STATE OF Utah
COUNTY OF [illegible] } 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 [illegible] day of [illegible], 19[illegible], personally appeared Cornelia M. Jewett Robinson 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 [illegible]

Notary Public

STATE OF
COUNTY OF } SS.

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

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

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

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

My Commission Expires

Notary Public

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 official seal this day of A. D. 19

(SEAL)

My Commission expires

Notary Public.

171712

This instrument was filed for record at the 14th day of February 1979 at 8:00 o'clock A M. and duly recorded in Volume 57 Deed Book Page 154 of the records of this office.

By Lois J Yake by Dorothy McInnis
Deputy

Return to

Producers K 88 [redacted]

OIL AN[redacted]AS LEASE

[redacted] L BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 18th day of December, 19 78
by and between Joan R. Wilhite and Logan N. Wilhite, her husband
762 Towhee Court, Fremont, California 94538
Kenai Oil & Gas Inc., hereinafter called lessor (whether one or more) and
Enginer Center 1 Bldg. 717 17th St. Suite2000 Denver, Co. 80202, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of ten and more Dollars ($10.00+) cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, 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:

T32 N, R111 W, 6th P.M.
Sec. 7: Lots 2, 3, 4, $SE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$
Sec. 8: $SW\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$
Sec. 17: $W\frac{1}{2}$, $W\frac{1}{2}E\frac{1}{2}$, $SE\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$
Sec. 18: Lots 1, 2, $E\frac{1}{2}$, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$
Sec. 20: $NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$
Sec. 21: $W\frac{1}{2}$, $W\frac{1}{2}E\frac{1}{2}$, $SE\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$
Sec. 28: $NW\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$
T33 N, R111 W, 6th P.M.
Sec. 31: Lots 3, 4, $SE\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$
T32 N, R112 W, 6th P.M.
Sec. 10: Lots 1, 2, 3
Sec. 11: Lots 1, 2, 3, 4, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$
Sec. 12: Lots 1, 2, 3, 4, $S\frac{1}{2}N\frac{1}{2}$, $N\frac{1}{2}S\frac{1}{2}$, $SW\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$
Sec. 13: $NE\frac{1}{4}NE\frac{1}{4}$
T33 N, R112 W, 6th P.M.
Sec. 27: $W\frac{1}{2}NE\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $S\frac{1}{2}$ Sec. 35: $SW\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}$, $SE\frac{1}{4}$
Sec. 34: $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$

and containing 5,218.80 acres, more or less.

It is agreed that this lease shall remain in force for a term of eight (8) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

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

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

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (⅛) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 17th day of December, 19 79, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Wells Fargo Bank at 4501 Eggers Drive, Fremont, CA 94536 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 Thousand Two Hundred Eighteen and 80/100 ---------- $5,218.80 DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

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

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

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

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly permitted, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or any rental 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 said 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 officers, 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 shall extend to and be binding upon the executing lessor and all who may hereafter become owners of the land, or any interest therein, whether by assignment, devise, descent or otherwise, and all the terms, conditions and stipulations hereof shall extend to their heirs, executors, administrators, successors and assigns.

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

	(SEAL)	Joan R. Wilhite	(SEAL)
	(SEAL)		(SEAL)
	(SEAL)	Logan N. Wilhite	(SEAL)
	(SEAL)		(SEAL)

STATE OF CALIFORNIA
COUNTY OF ALAMEDA } 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 the Twenty-seventh day of December, 19 78, personally appeared Jean R. Wilhite and her husband, Logan N. Wilhite, 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 February 18, 1980

OFFICIAL SEAL
PHYLLIS J. EDMISON
NOTARY PUBLIC — CALIFORNIA
ALAMEDA COUNTY
My Commission Expires Feb. 18, 1980

PHYLLIS J. EDMISON
Notary Public

STATE OF California
COUNTY OF Alameda } 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 ... day of ..., A. D. 19 ...

(SEAL)

Notary Public.

My Commission expires ...

This instrument was filed for record the 14th day of February 1979, at 8:00 o'clock A M. and duly recorded in Volume 97 Official Records Page 156 of the records of this office.

By Lois J Yake by Dorothy M Ettire
Deputy

27873

[redacted] PRINTING [redacted] [redacted]

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

C Rev 1974 OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 16th day of October, 1978

between FAY C. BARGER, also known as Fay Barger, and ANNE E. BARGER, also known as Anne Barger, husband and wife, P. O. Box 16, Deeth, Nevada 89823

hereinafter called lessor,

and JAS. O. BREENE, JR., 1700 Broadway #1219, Denver, Colorado 82941 hereinafter called lessee, does witness:

1 That lessor, for and in consideration of the sum of Ten & more Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette, State of Wyoming, and described as follows:

Township 32 North, Range 108 West of the 6th P. M.
Section 15: NE¼, E½NW¼, E½SW¼NW¼, S½

and containing 580.00 acres, more or less.

2 It is agreed that this lease shall remain in full force for a term of ten (10) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:
To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth (⅛) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (⅛) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (⅛) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (⅛), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well, (b) one-eighth (⅛) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 16th day of October, 1979 this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the First National Bank at Pinedale, Wyoming 82941, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Five hundred eighty & no/100 Dollars ($580.00), which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

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

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

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

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

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original. Lessor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

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

Witness:

Anne E. Barger

Fay C. Barger

153

Released BK. 790 PG. 235

PRINTED BY WILKINS PRINTING, INC., 511 16th ST. SUITE 222 DENVER CO 8 02 [illegible]

STATE OF NEVADA
COUNTY OF ELKO } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of January, 19 79, personally appeared Fay C. Barger, also known as Fay Barger, and Anne E. Barger, also known as Anne Barger, husband and wife,

and

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

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

My Commission Expires Jan. 21, 1979

JUDY RODRIGUEZ
Notary Public [illegible] Nevada
Elko County, Nevada
Commission Expires Jan 21, 1979

Judy Rodriguez
Notary Public.

STATE OF } ss.
COUNTY OF }

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

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

day of , 19 , personally appeared

and

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

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

My Commission Expires

Notary Public.

State of } ss.
County of }

ACKNOWLEDGMENT (For use by Corporation)

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

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

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

(SEAL)

Notary Public.

My Commission expires

No.
FROM
TO
Dated
No. Acres
County,
Term

This instrument was filed for record on the 22nd day of February, 19 79, at 11:15 o'clock A M., and duly recorded in Volume 57 Mtg. Page 158 of the records of this office.

Lewis J. Gable
County Clerk.
By Dorothy McClure Deputy.

When recorded return to

1856

171856

Form 3106–5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. W-64232

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

BTA OIL PRODUCERS
104 South Pecos
Midland, Texas 79701

he undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* August 1, 1978, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 34 North, Range 109 West, 6th Prin Mer,
Sublette County, Wyoming

Section 21: E/2 E/2
Section 22: W/2 W/2
Section 27: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, N/2 NW/4, SW/4 NW/4
Section 28: N/2 NE/4, SE/4 NE/4, NE/4 NW/4

containing 640.621 acres.

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

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

a. 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 4th day of August, 19 78

Keleen H Beal
(Assignor's Signature)
KELEEN H. BEAL

104 South Pecos
(Assignor's Address)

Midland, Texas 79701
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

71889

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective OCT 1 1978

RECORDED Feb 23 1979 AT 10 A.M.
IN BOOK 57 Oil PAGE 160
FEES $8.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY CLERK by D M Lewis

By Glenna W. Kane
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

OCT 12 1978
(Date)

NOTE: *This form may be reproduced provided that copies are exact reproductions of both sides of this approved 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 X Partnership

W 52943

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 11th day of August, 19 78.

BTA OIL PRODUCERS

By: _____
(Assignee's Signature)

BARRY BEAL, Partner

104 South Pecos
Midland, Texas 79701

(Address, include zip code)

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

GENERAL INSTRUCTIONS

1. *Use of form* — Use only for assignment of record title interest in oil and gas leases. *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 fil[illegible] ment.

[redacted] [redacted] [redacted]

(Single Acknowledgment)

THE STATE OF TEXAS)
)
COUNTY OF MIDLAND)

BEFORE ME, the undersigned authority in and for said County and State, on this day personally appeared Keleen H. Beal, known to me to be the person [redacted] whose name[redacted] ([redacted])(is) subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 4th day of August, 1978.

Notary Public in and for Midland County, Texas

THE STATE OF TEXAS)

COUNTY OF MIDLAND)

BEFORE ME, the undersigned authority, on this day personally appeared BARRY BEAL, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of BTA OIL PRODUCERS, a partnership, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 11th day of August, 1978.

My Commission Expires:
4-30-80

Notary Public, Midland County, Texas

PRODUCI [redacted] # OIL A[redacted]S LEASE [redacted] CL'S – CASPER

AGREEMENT, Made and entered into this 15th **day of** November, **19** 78

by and between Helen Jenkins O'Neil and C. R. O'Neil, her husband, both of Box 10, Big Piney, Wyoming 83113

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

Woods Petroleum Corp., 3555 N. W. 58th St., Okla. City, Oklahoma 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 112 West, 6th P. M.
Section 20: E/2 SE/4
Section 21: NW/4 NE/4, S/2 NE/4, W/2, SE/4
Section 22: NW/4 SW/4
Section 28: N/2 N/2, S/2 NW/4, S/2
Section 29: NE/4 NE/4, S/2 NE/4, SE/4 and containing 1560.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of 5 (five) years from date, and as long thereafter as oil 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 15th day of November, 1979, 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 American National Bank at Riverton, Wyoming 82501 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of ONE THOUSAND FIVE HUNDRED SIXTY AND NO/100s---------- 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]

16[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 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 shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unassigned by other lessees named herein.

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

C. R. O'Neil (SEAL)
SS# 520-34-9115 (SEAL)
(SEAL)
(SEAL)
(SEAL)

Helen Jenkins O'Neil (SEAL)
SS# 520-44-0680 (SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF Wyoming
COUNTY OF Fremont } 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 21 day of November, 1978, personally appeared Helen Jenkins O'Neil and C. R. 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

Residing at:

Notary Public

STATE OF
COUNTY OF } SS.

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

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

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

My Commission Expires

Notary Public

OIL AND GAS LEASE

FROM

TO

Dated , 19

Lot Block Addition

Section Township Range

County

No. of acres Term

STATE OF Wyoming
COUNTY OF Sublette } SS.

This instrument was filed for record on the 27th day of Dec, 1978, at 2:30 o'clock P. M., and duly recorded in Book 57, Page 163 of the records of this office.

Lessie M. Clarke
County Clerk—Register of Deeds.
By Loretta Hyde
Deputy.

$ 6.00

When Recorded
Return to

177933

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

PRODUCERS [redacted] S - CASPER

OIL AN[redacted]S LEASE

AGREEMENT, Made and entered into this 16th day of November, 1978

by and between Miriam J. Barlow, a widow of 900 Donner Way, Apt. #304, Salt Lake City, Utah 84108 and John Perry Barlow and Elaine P. Barlow, his wife, both of Cora, Wyoming 82925

Party of the first part, hereinafter called lessor (whether one or more) and Woods Petroleum Corp., 3555 N. W. 58th St., Okla. City, Oklahoma 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 112 West, 6th P. M.
Section 20: E/2 SE/4
Section 21: NW/4 NE/4, S/2 NE/4, W/2, SE/4
Section 22: NW/4 SW/4
Section 28: N/2 N/2, S/2 NW/4, S/2
Section 29: NE/4 NE/4, S/2 NE/4, SE/4

and containing 1560.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of 5 (five) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

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

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

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (⅛) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 16th day of November, 1979, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Rock Springs National Bank at Rock Springs, Wyoming 82901 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of ONE THOUSAND FIVE HUNDRED SIXTY AND NO/100s---------- 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]

193

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

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

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

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

Miriam Jenkins Barlow (SEAL)
Miriam J. Barlow SS# 520-46-8356 (SEAL)
(SEAL)
(SEAL)

John Perry Barlow (SEAL)
John Perry Barlow SS# 520-50-1362 (SEAL)
Elaine P. Barlow (SEAL)
Elaine P. Barlow (SEAL)

STATE OF ~~Utah~~ Wyo
COUNTY OF Sweetwater } SS.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 16th day of November, 1978, personally appeared Mariam J. Barlow and, to 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
Residing at:

Donald D. Stevens
Notary Public

STATE OF Wyoming
COUNTY OF Sweetwater } SS.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 16th day of November, 1978, personally appeared John Perry Barlow and Elaine P. Barlow, to 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 Expired
Residing at:

Donald D. Stevens
Notary Public

OIL AND GAS LEASE

FROM

TO

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

Lot ..... Block ..... Addition .....

Section ..... Township ..... Range .....

..... County .....

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

STATE OF Wyoming
COUNTY OF Sweetwater } SS.

This instrument was filed for record on the 27th day of Dec., 1978, at 2:55 o'clock P. M., and duly recorded in Book 57, Page 465 of the records of this office.

Louis Clark
County Clerk—Register of Deeds.
By Dorothy M. Lucas
Deputy.

When Recorded
Return to .....

171934

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]

cky Mtn. Revised 10-75

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 22nd day of January, 19 79

by and between N. V. Sanders and Clover J. Sanders, husband and wife
Kaysville, Utah 84037

Party of the first part, hereinafter called lessor (whether one or more) and
Gulf Oil Corporation, P.O. Box 2619, Casper, Wyoming 82602 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and more---------- Dollars cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows. to wit: Township 35 North, Range 113 West, 6th P.M.

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

This lease covers all of the land described above, including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above. This lease shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise 2160.00 acres, whether actually more or less.

It is agreed that this lease shall remain in force for a term of ~~xx~~ five ~~xxx~~ years from Feb 15, 1979 and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

If no well be commenced on said land on or before one year from ~~xxxxxxxxxx~~ Feb. 15, 1979 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 Farnes Banking Company Bank at Kaysville, Utah 84037 or its successor or successors, or any bank with which it may be merged, or consolidated or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Two Thousand One Hundred Sixty and no/100---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If, 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 ofsuch 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 intefest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

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

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

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such 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.

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

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

X N. V. Sanders (SEAL)

_____ (SEAL)

X Clover J. Sanders (SEAL)

_____ (SEAL)

STATE OF _____ } SS.
COUNTY OF _____

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30th day of November, 19 77, personally appeared N. V. Sanders and Clover J. Sanders, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires 7-11-82

_____
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 27th day of Dec, 19 77, at 2:45 o'clock PM., and duly recorded in Book 57, Page 467 of the records of this office.

_____ County Clerk—Register of Deeds.
By _____ Deputy.

When Recorded

Return to _____

17935

STATE OF _____ } SS.
COUNTY OF _____

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

On this _____ day of _____, 19_____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

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

My Commission Expires _____

_____
Notary Public

[redacted] B 32598 04 [redacted]

cky Mtn. Revised 10-75

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 22nd day of January, 19 79

by and between John H. Schmitz and T. Jeanne Schmitz, husband and wife
310 Kameria St.
Denver, Colorado 80220

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

Gulf Oil Corporation, P.O. Box 2619, Casper, Wyoming 82602 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and more---------- Dollars cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows. to wit:

Township 30 North, Range 110 West, 6th P.M.
Section 20: Lot 1(34.30), S/2 NE/4, N/2 SE/4
Section 21: Lot 4(30.98), Lot 9(43.01), SW/4 NW/4

This lease covers all of the land described above, including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above. This lease shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise 308.29 acres, whether actually more or less.

It is agreed that this lease shall remain in force for a term of ~~xxx~~ five years from ~~xxxx~~ Feb. 26, 1979 and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

If no well be commenced on said land on or before one year from ~~xxx xxx xxxxx~~ Feb. 26, 1979 this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Cherry Creek National Bank at Denver, Colorado or its successor or successors, or any bank with which it may be merged, or consolidated or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Three Hundred eight and 29/100---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land [illegible] and placed in the unit bears to the total acreage of all land in the unit.

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

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such 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.

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

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

X _____ (SEAL)
John H. Schmitz

_____ (SEAL)

X _____ (SEAL)
T. Jeanne Schmitz

_____ (SEAL)

STATE OF Colo
COUNTY OF Denver } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 15th day of February, 1979, personally appeared John H. Schmitz and T. Jeanne Schmitz, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires _____

My Commission expires [illegible]

_____ Notary Public

Oil and Gas Lease

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

_____ County

No. of acres _____ Term _____

STATE OF _____
COUNTY OF _____ } SS.

This instrument was filed for record on the 22nd day of March, 1979, at 2:30 o'clock P. M., and duly recorded in Book 527, Page 162 of the records of this office.

_____ County Clerk—Register of Deeds.

By _____ Deputy.

When Recorded

Return to _____

171936

STATE OF _____
COUNTY OF _____ } SS.

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

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same,

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

My Commission Expires _____

[redacted] 733673 [redacted] Public

ky Mtn. Revised 10-75

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 22nd day of January, 19 79

by and between Caryn A. Bing, a widow
Box 37
Pinedale, Wyoming 82941

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

Gulf Oil Corporation, P.O. Box 2619, Casper, Wyoming 82602 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and more---------- Dollars cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming described as follows, to wit:

Township 30 North, Range 110 West, 6th P.M.
Section 20: Lot 1(34.30), S/2 NE/4, N/2 SE/4
Section 21: Lot 4(30.98), Lot 9(43.01), SW/4 NW/4

This lease covers all of the land described above, including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above. This lease shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise 308.29 acres, whether actually more or less.

It is agreed that this lease shall remain in force for a term of ~~ten~~ five years from ~~this date~~ Feb. 26, 1979 and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

If no well be commenced on said land on or before one year from ~~the date hereof~~ Feb. 26, 1979 this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First National Bank at Pinedale, Wyoming 82941 or its successor or successors, or any bank with which it may be merged, or consolidated or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Three Hundred eight and 29/100---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit

R 23673 04

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

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such 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.

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

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

_____ (SEAL)	X Caryn A Bing (SEAL)
	Caryn A. Bing
_____ (SEAL)	_____ (SEAL)
_____ (SEAL)	_____ (SEAL)
_____ (SEAL)	_____ (SEAL)

STATE OF WYOMING
COUNTY OF SUBLETTE } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 8th day of February, 19 79, personally appeared CARYN A. BING and _____, to 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 _____

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

faye Hammons
Notary Public

Oil and Gas Lease

FROM

TO

Dated _____, 19__

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

County _____

No. of acres _____ Term _____

STATE OF Wyoming
COUNTY OF Sublette } SS.

This instrument was filed for record on the 27th day of Feb, 1979, at 2:45 o'clock P M., and duly recorded in Book 77, Page 171 of the records of this office.

Clerk by Kathy Hyde
County Clerk—Register of Deeds.
By Laura Ann Lewis
Deputy.

When Recorded

Return to _____

171937

STATE OF _____
COUNTY OF _____ } SS.

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

On this _____ day of _____, 19__, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

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

My Commission Expires _____

[redacted] [redacted] [redacted] Public

ky Mtn. Revised 10-75

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 22nd day of January, 19 79

by and between Joseph Woodrow Murdock and Jeane F. Murdock, husband and wife
Big Piney, Wyoming 83113

Party of the first part, hereinafter called lessor (whether one or more) and
Gulf Oil Corporation, P.O. Box 2619, Casper, Wyoming 82602 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and more Dollars cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit:

Township 30 North, Range 110 West, 6th P.M.
Section 20: Lot 1(34.30), S/2 NE/4, N/2 SE/4
Section 21: Lot 4(30.98), Lot 9(43.01), Lot 6(9.46), Lot 7(31.74), Lot 8(36.35), Lot 10 (26.11), SE/4 SW/4, SE/4, SW/4 NW/4
Section 28: Lot 1(38.91), Lot 2(25.86), Lot 3(41.47), Lot 4(20.45), N/2 NE/4, NE/4 NW/4

This lease covers all of the land described above, including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above. This lease shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise 858.64 acres, whether actually more or less.

It is agreed that this lease shall remain in force for a term of ~~xx~~ five years from ~~xxx~~ Feb. 26, 1979 and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

If no well be commenced on said land on or before one year from ~~xxxxxxxxx~~ Feb. 26, 1979 this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Rock Springs National Bank at Rock Springs, Wyoming 82901 or its successor or successors, or any bank with which it may be merged, or consolidated or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Eight Hundred Fifty-eight and 64/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If, 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 ofsuch 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 intetest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

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

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

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such 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.

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

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

Juliee Atwood (SEAL)

(SEAL)

(SEAL)

(SEAL)

X Joseph Woodrow Murdock (SEAL)
Joseph Woodrow Murdock

(SEAL)

X Jeane F. Murdock (SEAL)
Jeane F. Murdock

(SEAL)

STATE OF Wyoming }
COUNTY OF Sublette } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon, South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 24th day of February, 1979, personally appeared Joseph Woodrow Murdock and Jeane F. Murdock, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: Oct 1, 1980

Juliee Atwood
Notary Public

Oil, and Gas Lease

FROM

TO

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

Lot..... Block..... Addition.....

Section..... Township..... Range.....

..... County.....

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

STATE OF Wyoming }
COUNTY OF Lincoln } SS.

This instrument was filed for record on the 27th day of July, 1979, at 2:30 o'clock P. M., and duly recorded in Book 57, Page 173 of the records of this office.

Rose Lynch
County Clerk—Register of Deeds.

By Deborah M Kruse
Deputy.

When Recorded

Return to.....

171938

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

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

On this.....day of ....., 19....., before me, a Notary Public in and for said County and State, personally appeared....., to me known to be the .....of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

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

My Commission Expires.....

[redacted] [redacted] [redacted] Public

ocky Mtn. Revised 10-75

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 23rd day of January, 19 79

by and between Charles F. Spencer and Pearl C. Spencer, husband and wife
Big Piney, Wyoming 83113

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

Gulf Oil Corporation, P.O. Box 2619, Casper, Wyoming 82602 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and more---------- Dollars cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows. to wit:

See attached rider

This lease covers all of the land described above, including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above. This lease shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise 379.79 acres, whether actually more or less.

It is agreed that this lease shall remain in force for a term of ~~xxx~~ five years from ~~xxx~~ Feb. 27, 1979 and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

If no well be commenced on said land on or before one year from ~~xxxxxxxxxx~~ Feb. 27, 1979 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 THree Hundred Seventy Nine and 79/100---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of land in the unit.

[redacted] [redacted] [redacted]

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

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such 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.

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

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

X Charles F. Spencer (SEAL)
Charles F. Spencer

_____ (SEAL)

X Pearl C. Spencer (SEAL)
Pearl C. Spencer

_____ (SEAL)

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

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

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

Released [illegible]

My Commission Expires Nov. 25, 1931

Oil, and Gas Lease

FROM

TO

Dated _____, 19____

Lot_____ Block_____ Addition_____

Section_____ Township_____ Range_____

_____ County

No. of acres_____ Term_____

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

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

[illegible]
County Clerk—Register of Deeds.

By [illegible]
Deputy.

When Recorded

Return to_____

17193 9

Township 30 North, Range 112 West
Section 6: Lot 3(39.92), 4(16.87), 5(16.26), SE/4 NW/4

Township 30 North, Range 113 West
Section 1: Lot 1(39.98), 2(39.96)

Township 31 North, Range 112 West
Section 31: Lot 1(16.77), 2(16.73), 3(16.67), 4(16.63)
SE/4 SW/4, S/2 SE/4

80 3363 04

ky Mtn. Revised 10-75

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 23rd day of January, 19 79

by and between Ronald W. Ball and Dolores J. Ball, husband and wife
Big Piney, Wyoming 83113

Party of the first part, hereinafter called lessor (whether one or more) and
Gulf Oil Corporation, P.O. Box 2619, Casper, Wyoming 82602 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and more---------- Dollars
cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit: Except However any and all other methods wherein and whereby nuclear, hydrogen, or atomic energy or nuclear fission or hydrogen or atomic bomb devices are employed.

Township 33 North, Range 112 West, 6th P.M.
Section 31: Lot 1(40.00), 2(40.00), 3(40.00), E/2 NW/4, NE/4 SW/4, NE/4, N/2 SE/4
Section 32: N/2 NW/4, NW/4 NE/4

This lease covers all of the land described above, including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above. This lease shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise 600.00 acres, whether actually more or less.

It is agreed that this lease shall remain in force for a term of ~~xxx~~ five ~~xxxx~~ years from Feb. 26, 1979 and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

If no well be commenced on said land on or before one year from ~~xxxxxxxxxx~~ Feb. 26, 1979 this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney Bank at Big Piney, Wyoming or its successor or successors, or any bank with which it may be merged, or consolidated or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Six Hundred 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 ofsuch 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. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

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

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

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such 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.

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

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

X _____ (SEAL)
Ronald W. Ball

_____ (SEAL)

X _____ (SEAL)
Dolores J. Ball

_____ (SEAL)

STATE OF _____ } SS.
COUNTY OF _____

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

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

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

My Commission Expires _____ Sublette _____ Wyoming

_____
Notary Public

Helen L. O'Brien - Notary Public
My Commission Expires Nov. 25, 1991

Oil, and Gas Lease

FROM

TO

Dated _____, 19____

Section____ Township____ Range____

Lot____ Block____ Addition____

County____

No. of acres____ Term____

STATE OF _____ } SS.
COUNTY OF _____

This instrument was filed for record on the 27th day of Dec, 1979, at 2:30 o'clock P.M., and duly recorded in Book 57, Page 177 of the records of this office.

_____ County Clerk—Register of Deeds.
By _____ Deputy.

When Recorded
Return to _____

17940

STATE OF _____ } SS
COUNTY OF _____

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

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

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

My Commission Expires _____

[redacted] 33806 03 [redacted] Public

NORTHWEST PIPELINE CORPORATION

MEMORANDUM
DATED:
FILED:
RECORDED:

- -

MEMORANDUM GIVING NOTICE OF GAS PURCHASE CONTRACT

STATE OF WYOMING

COUNTY OF SUBLETTE

WHEREAS, NORTHWEST PIPELINE CORPORATION ("Northwest") and Northwest Exploration Co. , as Seller, made and entered into a certain Gas Purchase Contract dated January 16, 1979 , (the "Gas Purchase Contract") providing for the sale by Seller to Northwest of gas to be produced and saved from the Seller's properties in Sublette County, Wyoming , described in Exhibit "A" attached hereto and made a part hereof (which Exhibit "A" hereto is a copy of the Exhibit "A" attached to the Gas Purchase Contract) for a term and upon the terms and conditions set out in the Gas Purchase Contract; and,

WHEREAS, it is the desire of Seller and Northwest, as parties to the Gas Purchase Contract, to acknowledge its existence in recordable form:

NOW, THEREFORE, the undersigned Seller named in the Gas Purchase Contract and Northwest do hereby:

1. Acknowledge the execution of the Gas Purchase Contract as set out above;

2. Refer to the Gas Purchase Contract for all its terms and provisions and incorporate the same by reference as fully as if it were copied at length herein; and,

3. Acknowledge that Exhibit "A" attached to this instrument is the same as that described in and attached to the Gas Purchase Contract and that Seller's interest in said leases and properties is dedicated to the Gas Purchase Contract to the extent set out in said Contract.

172004

RECORDED Feb 28 1979 1:20 PM
IN BOOK 57 Misc PAGE 179
FEES $ 8.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Warranty Lois

EXHIBIT A

GAS PURCHASE CONTRACT

DATED January 16, 1979

between

NORTHWEST PIPELINE CORPORATION

and

NORTHWEST EXPLORATION COMPANY

scription	County and State	Gross Acres	Interest	Net Acres	Lease Expirat Date
N-R112W	Sublette Co., Wyo.				
ection 4		640	50%	320	HBP
ection 5		640	50%	320	HBP

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 16th day of January, 1979.

NORTHWEST PIPELINE CORPORATION

SEAL
Attest:
1960
DELAWARE

Barbara Moreno
Assistant Secretary

By R. W. Keener
Vice President

1/15/79 LDW

NORTHWEST EXPLORATION COMPANY

Attest:

By W. S. Owen

State of Utah)
County of Salt Lake) SS

The foregoing instrument was acknowledged before me by R. W. Keener, Northwest Pipeline Corporation, this 27th day of February, 1979.

Witness my hand and official seal.

Dorothy Serebrin
Title of officer

My Commission Expires: April 20, 1982

Approved February 13, 1973.

CORPORATE SEAL
DOROTHY SEREBRIN
NOTARY PUBLIC
STATE OF UTAH

RELINQUISHMENT

STATE OF WYOMING

COUNTY OF SUBLETTE

WHEREAS by instrument dated September 22, 1978, Flying "W" Land & Livestock Company, a Wyoming corporation, as Grantor, duly executed, acknowledged and delivered to Northwest Pipeline Corporation, a Delaware Corporation, as Grantee, that certain Right of Way and Easement, recorded on October 17, 1978 in book 56 Oil & Gas, Pages 608 & 609, in the Records of Sublette County, Wyoming, herein referred to for all purposes; and,

WHEREAS Grantor and Grantee mutually desire that said right of way be relinquished.

NOW THEREFORE, for and in consideration of TEN DOLLARS ($10.00) to Northwest Pipeline Corporation in hand paid by Grantee herein, the receipt and sufficiency whereof is acknowledged, Northwest Pipeline Corporation does hereby relinquish, quitclaim and forever discharge unto Flying "W" Land & Livestock Company, Grantee herein, their successors, heirs and assigns, the following specifically described right of way and the interest, rights and privileges granted in said Right of Way and Easement pertaining thereto:

Sublette County, Wyoming

Subdivision	Section	Township	Range
SE¼SE¼	13	29 North	113 West, 6th P. M.
NE¼NE¼	24	29 North	113 West, 6th P. M.

WITNESS THE EXECUTION HEREOF THIS 20th DAY OF [illegible], 1979.

NORTHWEST PIPELINE CORPORATION

By: W. A. Thomasson
W. A. Thomasson
Attorney-in-Fact

172108

RECORDED Mar 5, 1979 8:00 A.M.
BK 57 O&G PAGE 182
Leola Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

STATE OF UTAH

COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this [illegible] day of [illegible], 1979, by W. A. THOMASSON, ATTORNEY-IN-FACT on behalf of NORTHWEST PIPELINE CORPORATION.

Witness my hand and official seal

My Commission expires:

Date

Notary Public in and for Salt Lake County, State of Utah

Project Name: Big Piney Gathering System
Isenhour Lateral N-22
R/W 78393

REGISTER NO. 678

RIGHT [redacted] Y AND EASEMENT

STATE O[redacted]OMING

COUNTY OF SUBLETTE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, hereinafter referred to as Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATIONS, to the Grantor in hand paid by NORTHWEST PIPELINE CORPORATION, a corporation, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, a right of way and easement to locate, survey a route, construct, entrench, maintain and operate a pipeline with appurtenances thereto including, but not limited to, valves, metering equipment, and cathodic equipment, and in connection therewith, a road (said pipeline, appurtenances, valves, metering equipment, cathodic equipment and roads being hereinafter sometimes collectively called the "facilities") over, under and through the hereinafter described land, approximately along the line designated by survey heretofore made of hereafter to be made by Grantee, through and over the said land on a right of-way 60 feet in width.

This right of way and easement shall carry with it the right of ingress and egress to and from, and access on and along said right of way, with the right to use existing roads, for the purpose of constructing, inspecting, repairing and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline with either like or different size pipe. During temporary periods Grantee may use such portion of the property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the facilities over the right of way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee may at any time, and upon permanent abandonment of said right of way and removal of all improvements constructed thereon, shall execute and record a reconveyance and release hereof, whereupon this right of way and easement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

Grantor reserves the right to the use and enjoyment of said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb its facilities and no road, reservoir, excavation, obstruction or structure shall be constructed, created or maintained on, over, along or within said right of way without Grantee's prior written consent. Grantee shall, during initial construction, bury said pipeline below ordinary plow depth.

Grantee shall pay to Grantor all damages to Grantor's growing crops and timber caused by the construction, maintenance, repair, replacement or removal of the pipeline and appurtenances. It is mutually agreed that should any dispute arise as to such damages, the same, if not mutually agreed upon, shall at the written request of either party be arbitrated and determined by disinterested arbitrators, one to be appointed by Grantor and one by Grantee within 30 days after such request, and if the two so chosen be unable to agree within 90 days after appointment, then they shall, within 30 days after written request by either the Grantor or the Grantee, select a third arbitrator, and failing so to do, such third arbitrator shall be appointed on application of either Grantor or Grantee, by the senior Federal District Judge of the District wherein the land lies and the decision of any two of the arbitrators thus appointed shall be final and conclusive.

For the same consideration Grantor grants to the Grantee the right to construct, maintain and operate on said right of way, an additional pipeline or pipelines and appurtenances thereto, and in the event Grantee exercises this right Grantee shall pay Grantor the sum of $1.00 per lineal rod for each additional pipeline constructed, as well as damages caused by Grantee to grantor's growing crops and timber; and Grantee shall in such case have the same rights with respect to such additional facilities as are hereby granted with respect to the original facilities to be constructed.

Grantor represents and warrants that he is the owner in fee simple of the land hereinafter described, subject only to outstanding mortgages, if any, now of record in said county, and in the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto.

It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.

DESCRIPTION OF PROPERTY SITUATED IN SUBLETTE COUNTY, STATE OF WYOMING

Subdivision	Section	Township	Range	B. & M.
SW¼SE¼;	15	28 North	114 West, 6th P.M.	
NW¼NE¼;	22	28 North	114 West, 6th P.M.	

172109

RECORDED Mar 5, 1979 8:00 A.M.
IN BOOK 57 O & G PAGE 183
FEES $6.25 Doris J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

B. 680

WITNESS THE EXECUTION HEREOF THE 22nd DAY OF November 1978, A.D.

by James M. Wells, as Trustee, J.M.W. Trust
Lillian Allen & Paul Allen

Beatrice Mee
Witness to Signature(s)

J.M.W. TRUST

James M. Wells as Trustee (½ Interest)

Paul Allen (½ Interest)

Lillian C. Allen

Project Name: Big Piney G.S.
Petro-Search-Fogarty Creek #8-20
W/O 13346 Dwg. No. 1T761.0-14-1 & 2
R/W 77450 Grant No. 8-2

Form NWP 1080-2 (10/72)

(Joint Acknowledgment for Wyoming)

STATE OF WYOMING

COUNTY OF SUBLETTE

On this 28th day of November, 1978, before me personally appeared

Paul Allen and Lillian C. Allen

his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Donald F. Legeler
NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My commission expires:
My commission expires Dec. 13, 1978

Notary Public in and for

Sublette County, State of Wyoming Donald F. Legeler

FORM NWP 1091—2 (2-74)

(Single Acknowledgment for Wyoming)

STATE OF ~~WYOMING~~ IDAHO

COUNTY OF ~~SUBLETTE~~ ADA

On this 1st day of November, 1978, before me personally appeared

James M. Wells as Trustee for J.M.W. TRUST, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that (he) (~~she~~) executed the same as (his) (~~her~~) free act and deed.

Beatrice Moe
Notary Public in and for Boise

County, State of Ada, Idaho

My commission expires:
November 1, 1979

FORM NWP 1091-3 (2-74)

REGISTER NO. 680

RIGH[redacted]AY AND EASEMENT – FACILITY [redacted] [redacted]

STATE OF WYOMING

COUNTY OF SUBLETTE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, hereinafter referred to as Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATIONS, to the Grantor in hand paid by NORTHWEST PIPELINE CORPORATION, a corporation, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, a right of way and easement to locate, construct, maintain and operate the hereinafter described facilities, with appurtenances thereto, on the hereinafter described land.

This grant shall carry with it the right of ingress and egress to and from, and access on and along said land, with the right to use existing roads, for the purpose of constructing, inspecting, repairing and maintaining the facilities and the removal or replacement of same at will, either in whole or in part. Grantee shall have the right of exclusive use of any portion of said property occupied by Grantee's improvements which are constructed on or above the surface thereof.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the facilities on the easement hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee may at any time, and upon permanent abandonment of said easement and removal of all improvements constructed thereon, shall execute and record a reconveyance and release hereof, whereupon this right of way and easement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

Grantor represents and warrants that he is the owner in fee simple of the land hereinafter described, subject only to outstanding mortgages, if any, now of record in said county, and in the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto.

It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.

DESCRIPTION OF FACILITIES

50 feet x 125 feet site for a natural gas meter station

DESCRIPTION OF PROPERTY SITUATED IN Sublette COUNTY, STATE OF Wyoming

Subdivision	Section	Township	Range or Block	B. & M. or Abstract No.
$N\frac{1}{2}NE\frac{1}{4}NE\frac{1}{4}$;	24	29 North	113 West, 6th P.M.	

172110

RECORDED Mar 5 19 79 8:00 A.M.
IN BOOK 57 Or G PAGE 185
FEE $6.00 Lois J Yake COUNTY CLK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

WITNESS THE EXECUTION HEREOF THE 23 DAY OF January 19 79, A.D.

by John N. Chrisman, President, Flying "W" Land and Livestock Company

Witness to Signature(s)

Flying "W" Land and Livestock Company

By: [signature]
President

Attest: [signature]
Secretary

Project Name: Big Piney G.S.
Isenhour Meter Station Site

W.O 14359 Dwg. No. 761.9-X-17

R/W 78389 Grant No. 1

DEDICATED No. 670

FORM NWP 1080 (1-77)

(Corporate Acknowledgment for Wyoming)

STATE OF Wyoming

COUNTY OF Lincoln

On this 30th day of January, 1979, before me appeared John N. Cheesman to me personally known, who being by me duly sworn, did say that he is the President of Flying "W" Land and Livestock Corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and said John N. Cheesman acknowledged said instrument to be the free act and deed of said corporation.

My commission expires: March 22, 1979

Notary Public in and for Lincoln County, State of Wyoming

FORM NWT 101-1 (2-74)

Form 3110-2
(January 1978)

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)

ame R. L. Billings
reet P. O. Box 2095
ity Casper, Wyoming 82602
tate
ip Code

W 62508
(Serial Number)

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

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

T. 27 N., R. 111 W., 6th PM
Sec 29: W½NE¼, SE¼NE¼, W½, SE¼

U. S. Geological Survey reports lands in lease were not within a known Geologic Structure on OCT 3 1978

ontaining a total of	600.00	acres	Annual Rental . . . . . $ 600.00

his lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed nder 43 CFR 3112, and is subject to the provisions of that application and those specified on the reverse side ereof.

ffective date of lease: NOV 1 1978

THE UNITED STATES OF AMERICA

172111

By Glenna W. Sanz
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

OCT 6 1978
(Date)

RECORDED Nov 5 1978 8:00 AM
IN BOOK 57 Misc PAGE 187
FEES $12.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thune

FOR CLAIMANT

LR 2
BLS-001

LEASE TERMS

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

2. The lessee agrees:

...nds.—(1) To file any bond required by this lease and ...ent regulations and until such bond is filed not to enter ...land under this lease. (2) To maintain any bond furnished ...essee as a condition for the issuance of this lease. (3) ...ish a bond in a sum double the amount of $2 per acre an- ...ntal but not less than $1,000 nor more than $10,000, ...he inclusion of any part of the leased land within the ...geologic structure of a producing oil or gas field. (4) ...ish prior to beginning of drilling operations and main- ...all times thereafter as required by the lessor a bond in ...al sum of $10,000 with approved corporate surety, or ...posit of United States bonds as surety therefor, conditioned ...mpliance with the terms of this lease, unless a bond in ...ount is already being maintained or unless such a bond ...d by an operator of the lease is accepted. (5) Until a ...lease bond is filed to furnish and maintain a bond in ...al sum of not less than $1,000 in those cases in which ...is required by law for the protection of the owners of sur- ...hts. In lieu of any of the bonds described herein, the ...may file such other bond as the regulations may permit.

...operative or unit plan.—Within 30 days of demand, ...e leased land is committed to an approved unit or coop- ...plan and such plan is terminated prior to the expiration ...ease, within 30 days of demand made thereafter, to sub- ...o and to operate under such reasonable cooperative or ...n for the development and operation of the area, field, ... or part thereof, embracing the lands included herein as ...retary of the Interior may then determine to be practicable ...essary or advisable, which plan shall adequately protect ...ts of all parties in interest, including the United States.

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

...tals and royalties.—(1) To pay rentals and royalties ...ts or value of production removed or sold from the ...d lands as follows:

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

...f the lands are wholly outside the known geologic struc- ...ure of a producing oil or gas field:

(i) For each lease year a rental of $1.00 per acre or fraction of an acre.

...f the lands are wholly or partly within the known geo- ...logic structure of a producing oil or gas field:

(i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.

(ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

...um royalty.—Commencing with the lease year begin- ...or after a discovery on the leased land, to pay the lessor ...f rental, a minimum royalty of $1 per acre or fraction ... the expiration of each lease year, or the difference ... the actual royalty paid during the year if less than $1 ... and the prescribed minimum royalty of $1 per acre, ... that if this lease is unitized, the minimum royalty shall ...e only on the participating acreage and rental shall be ... on the nonparticipating acreage as provided in subpara- ...(ii) above.

...n production.—(1) To pay the lessor 12½ percent ...on the production removed or sold from the leased lands ...d in accordance with the Oil and Gas Operating Regula- ...CFR Pt. 221).

...t is expressly agreed that the Secretary of the I..terior ...ablish reasonable minimum values for purposes of com- ...royalty on any or all oil, gas, natural gasoline, and other ... obtained from gas, due consideration being given to the ... price paid for a part or for a majority of production of ...ality in the same field, to the price received by the lessee, ...ed prices, and to other relevant matters and, whenever ...ate, after notice and opportunity to be heard.

...When paid in value, such royalties on production shall be ...d payable monthly on the last day of the calendar month ...llowing the calendar month in which produced. When ... amount of production, such royalty products shall be de- ...in merchantable condition on the premises where produced ...t cost to lessor, unless otherwise agreed to by the parties ... at such times and in such tanks provided by the lessee as ...ably may be required by the lessor, but in no case shall ...see be required to hold such royalty oil or other products ...age beyond the last day of the calendar month next fol- ... the calendar month in which produced nor be responsible ...l liable for the loss or destruction of royalty oil or other ...ts in storage from causes over which he has no control.

...Rentals or minimum royalties may be waived, suspended ...uced and royalties on the entire leasehold or any portion ... segregated for royalty purposes may be reduced if the ...ary of the Interior finds that, for the purpose of encour- ... the greatest ultimate recovery of oil or gas and in the ...t of conservation of natural resources, it is necessary, in ...igment, to do so in order to promote development, or be- ... the lease cannot be successfully operated under the terms ...herein.

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

...ontracts for disposal of products.—To file with the ...d Gas Supervisor of the Geological Survey not later than ...s after the effective date thereof any contract, or evidence ...r arrangement, for the sale or disposal of oil, gas, natural ...e, and other products of the leased land; *Provided*, That ...g in any such contract or other arrangement shall be con- ...es modifying any of the provisions of this lease, including, ... limited to, provisions relating to gas waste, taking royalty ..., and the method of computing royalties due as based on ...mum valuation and in accordance with the Oil and Gas ...ng Regulations.

...Statements, plats and reports.—At such times and in ...orm as the lessor may prescribe, to furnish detailed state- ... showing the amounts and quality of all products removed ...ld from the lease, the proceeds therefrom, and the amount ...or production purposes or unavoidably lost; a plat showing ...opment work and improvements on the leased lands; and a ... with respect to stockholders, investments, depreciation ...sts.

...Well records.—To keep a daily drilling record, a log, and ...te information on all well surveys and tests in form accepta- ...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, until the expiration 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) *Equal Opportunity clause.* — During the performance of this lease, the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, 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, 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 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.

(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, color, religion, sex, 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 this Equal Opportunity 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. 11246 of September 24, 1965, as amended, 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, 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.

(6) 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 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, 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.

(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, as amended, 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 or damaging or removing fossils, historic or prehistoric ruins, ... and ... any partial or total relinquishment or the cancellation or expiration of this lease, or at any other time prior thereto when required and to the extent deemed necessary by the lessor to fill any pits, ditches and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the leased land and access roads to their former condition, including the removal of structures as and if required. The lessor may prescribe the steps to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic value.*—When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

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

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

Sec. 3. The lessor reserves:

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

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

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

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

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

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

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

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

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

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

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

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

Area Oil and Gas Supervisor or
District Engineer *(Address, include zip code)*

GEOLOGICAL SURVEY
P. O. BOX 2859
CASPER, WY 82601

Management Agency *(name)*

BUREAU OF LAND MANAGEMENT
P. O. BOX 1869
ROCK SPRINGS, WY 82901

Address *(include zip code)*

1. Notwithstanding any provision of this lease to the contrary, any drilling, construction, or other operation on the leased lands that will disturb the surface thereof or otherwise affect the environment, hereinafter called "surface disturbing operation," conducted by lessee shall be subject, as set forth in this stipulation, to prior approval of such operation by the Area Oil and Gas Supervisor in consultation with appropriate surface management agency and to such reasonable conditions, not inconsistent with the purposes for which this lease is issued, as the Supervisor may require to protect the surface of the leased lands and the environment.

2. Prior to entry upon the land or the disturbance of the surface thereof for drilling or other purposes, lessee shall submit for approval two (2) copies of a map and explanation of the nature of the anticipated activity and surface disturbance to the District Engineer or Area Oil and Gas Supervisor, as appropriate, and will also furnish the appropriate surface management agency named above, with a copy of such map and explanation.

An environmental analysis will be made by the Geological Survey in consultation with the appropriate surface management agency for the purpose of assuring proper protection of the surface, the natural resources, the environment, existing improvements, and for assuring timely reclamation of disturbed lands.

3. Upon completion of said environmental analysis, the District Engineer or Area Oil and Gas Supervisor, as appropriate, shall notify lessee of the conditions, if any, to which the proposed surface disturbing operations will be subject.

Said conditions may relate to any of the following:

(a) Location of drilling or other exploratory or developmental operations or the manner in which they are to be conducted;

(b) Types of vehicles that may be used and areas in which they may be used; and

(c) Manner or location in which improvements such as roads, buildings, pipelines, or other improvements are to be constructed.

Form 3109–5 (August 1973)

GPO 849-258

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.

This lease is issued pursuant and subject to the terms and provisions of Section 302 of the Department of Energy Organization Act (42 U.S.C. 7152) and to the regulations of the Secretary of Energy promulgated thereunder relating to the:

(1) fostering of competition for Federal leases (including but not limited to, prohibition on bidding for development rights by certain types of joint ventures);

(2) implementation of alternative bidding systems authorized for the award of Federal leases;

(3) establishment of diligence requirements for operations conducted on Federal leases (including, but not limited to, procedures relating to the granting or ordering by the Secretary of the Interior of suspension of operations or production as they relate to such requirements);

(4) setting rates of production for Federal leases; and

(5) specifying the procedures, terms, and conditions for the acquisition and disposition of Federal royalty interests taken in kind.

192

Form 3106–5
(February 1971)

CASPER PRESS
134 N. Center
Casper, Wyo.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

FORM APPROVED
OMB NO. 42–R1599

Serial No. W 62508

LAND OFFICE USE ONLY

New Serial No.

172112

ENERGETICS, INC.
333 West Hampden Avenue
Englewood, Colorado 80110

RECORDED March 5 1979 8:00 AM
IN BOOK 57 O & G PAGE 192
FEES $8.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

The undersigned, as owner of–100– percent of record title of the above-designated oil and gas lease issued effective *(date)* November 1, 1978, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

TOWNSHIP 27 NORTH, RANGE 111 WEST, 6th P.M.
Section 29: W½NE¼, SE¼NE¼, W½, SE¼

Containing a total of 600.00 acres, Sublette County, Wyoming

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

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

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

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

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

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

Executed this 3rd day of November, 1978

R. L. Billings
(Assignor's Signature)
R. L. BILLINGS

P. O. Box 922
(Assignor's Address)

Casper, Wyoming 82602
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective DEC 1 1978

By Alma W. Bane
(Authorized Officer)
Chief, Oil & Gas Section
(Title)
DEC 6 1978

NOTE: This form may be reproduced provided that copies are [redacted] in accordance with the provisions of 43 CFR 3106 [redacted] printed on one sheet of both sides [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

MONTANA 065500

3 Assignee is ___ Individual ___ Municipality ___ Association X Corporation

4 Assignee is the sole party in interest in this assignment *(separate 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 6th day of November, 1978.

ATTEST: ENERGETICS, INC.

Assistant Secretary

BY: P. D. Maher (Assignee's Signature)
Executive Vice President

with acknowledgment added

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

333 West Hampden Avenue, Suite 1010
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

[illegible] An assignment of record title may cover lands in one lease. If it includes lands in more than one lease, it must be filed in triplicate for each lease involved. Use a separate instrument of transfer with respect to operating rights.

[illegible] Assignments must be filed in the proper land office. An assignment will be effective as of the date it is filed, subject to the approval of the Authorized Officer. Date of approval will be used in computing the 10-year period for which a lease may be extended by production.

Overriding royalty or payments out of production. Any overriding royalty or similar interest or payment out of production created by assignment must conform to the requirements of 43 CFR 3132.2-1. Payments out of production should be covered by a separate agreement between assignor and assignee. If payments out of production are provided for, you should describe the exact method of computation and other pertinent facts.

Effect of Assignment. Approval of an assignment of a sole interest in a designated portion of the leased lands creates a separate lease. An assignment of a divided interest in all of the leased lands causes the lessee of the Government as to the assigned interest and is responsible for complying with all lease [illegible]

[illegible] and conditions, including timely payment of annual rental, for compliance of lease prior to the effective date of assignment of undivided interests in leases and operating agreements.

[illegible] Assignments [illegible] must be made available for inspection by any person.

SPECIFIC INSTRUCTIONS

PART I

Item 2 Type or print clearly in ink. Name and address of assignee should be 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 such copy is a true copy of said articles, (b) that the person executing the assignment is authorized to act on behalf of the association or partnership and (c) the names and addresses of members owning more than 2% interest.

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

If evidence of qualification and ownership has previously been furnished as required by the above reference or serial number of record on 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 setting forth 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)

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 Third (3rd) day of November, 19 78, personally appeared R. L. BILLINGS

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

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

My Commission Expires: MY COMMISSION EXPIRES May 14, 1982

Notary Public.

REASSIGNMENT RIDER

Lease No. W 62508

the event Assignee desires to surrender this lease as to all or any part of the acreage con-
ined therein, said Assignee agrees to notify Assignor by registered mail at P. O. Box 922,
Casper, Wyoming 82601 and at least Sixty (60) days in advance of the
niversary date specified in said lease, and Assignor hereunder shall then have Thirty (30)
ys after receipt of such notice within which to elect to take reassignment of said lease as
the portion to be relinquished. Should Assignor hereunder elect to receive such reassign-
nt, same will be delivered by Assignee prior to the anniversary date of the lease. Any re-
signment hereunder shall be free and clear of all burdens, encumbrances or outstanding inter-
ts other than those existing on the date hereof. The liability of Assignee hereunder shall
t exceed the amount paid for this lease.

Form 3110–2
(January 1978)

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

James M. Turlington
441 K Street
Washougal, WA 98671

W 63821
(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 32: Lots 3, 4, NE¼, N½SE¼

U. S. Geological Survey reports lands in lease were not within a known Geologic Structure on JUN 15 1978

Containing a total of 299.86 acres	Annual Rental . . . . . $ 300.00

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3112, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: JUL 1 1978

THE UNITED STATES OF AMERICA

By Gloria M. Jones
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

172113

JUN 26 1978
(Date)

RECORDED Mar 5 1979 8:00 A.M
BOOK 57 Rec'd PAGE 195
Fees $4.00 Lois J Yahe COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Sturis

FOR CLAIMANT

LEASE TERMS

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

2. The lessee agrees:

...*nds.*—(1) To file any bond required by this lease and ...ent regulations and until such bond is filed not to enter ...and under this lease. (2) To maintain any bond furnished ...lessee as a condition for the issuance of this lease. (3) ...sh a bond in a sum double the amount of $2 per acre an- ...ntal but not less than $1,000 nor more than $10,000, ...e inclusion of any part of the leased land within the ...eologic structure of a producing oil or gas field. (4) ...sh prior to beginning of drilling operations and main- ...all times thereafter as required by the lessor a bond in ...al sum of $10,000 with approved corporate surety, or ...osit of United States bonds as surety therefor, conditioned ...mpliance with the terms of this lease, unless a bond in ...unt is already being maintained or unless such a bond ...d by an operator of the lease is accepted. (5) Until a ...lease bond is filed to furnish and maintain a bond in ...al sum of not less than $1,000 in those cases in which ...is required by law for the protection of the owners of sur- ...nts. In lieu of any of the bonds described herein, the ...ay file such other bond as the regulations may permit.

...*operative or unit plan.*—Within 30 days of demand, ...s leased land is committed to an approved unit or coop- ...plan and such plan is terminated prior to the expiration ...lease, within 30 days of demand made thereafter, to sub- ...to and to operate under such reasonable cooperative or ...n for the development and operation of the area, field, ...or part thereof, embracing the lands included herein as ...retary of the Interior may then determine to be practicable ...essary or advisable, which plan shall adequately protect ...ts of all parties in interest, including the United States.

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

Rentals and royalties.—(1) To pay rentals and royalties ...unts or value of production removed or sold from the ...ed lands as follows:

...*als.*—To pay the lessor in advance an annual rental at ...owing rates:

...) If the lands are wholly outside the known geologic struc- ture of a producing oil or gas field:

(i) For each lease year a rental of $1.00 per acre or fraction of an acre.

...) If the lands are wholly or partly within the known geo- logic structure of a producing oil or gas field:

(i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.

(ii) If this lease is committed to an approved coop- erative 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 sub- paragraph (a) of this section, shall apply to the acreage not within a participating area.

...*imum royalty.*—Commencing with the lease year begin- ...on or after a discovery on the leased land, to pay the lessor ...e of rental, a minimum royalty of $1 per acre or fraction ...of at the expiration of each lease year, or the difference ...n the actual royalty paid during the year if less than $1 ...re, and the prescribed minimum royalty of $1 per acre, ...ed that if this lease is unitized, the minimum royalty shall ...able only on the participating acreage and rental shall be ...e on the nonparticipating acreage as provided in subpara- ...(b)(ii) above.

...*alty on production.*—(1) To pay the lessor 12½ percent ... on the production removed or sold from the leased lands ...ted in accordance with the Oil and Gas Operating Regula- ...(30 CFR Pt. 221).

It is expressly agreed that the Secretary of the Interior ...establish reasonable minimum values for purposes of com- ... royalty on any or all oil, gas, natural gasoline, and other ...ts obtained from gas, due consideration being given to the ...t price paid for a part or for a majority of production of ...ality in the same field, to the price received by the lessee, ...ted prices, and to other relevant matters and, whenever ...ssible, after notice and opportunity to be heard.

When paid in value, such royalties on production shall be ...id payable monthly on the last day of the calendar month ...following the calendar month in which produced. When ...n amount of production, such royalty products shall be de- ...d in merchantable condition on the premises where produced ...t cost to lessor, unless otherwise agreed to by the parties ..., at such times and in such tanks provided by the lessee as ...ably may be required by the lessor, but in no case shall ...ssee be required to hold such royalty oil or other products ...orage beyond the last day of the calendar month next fol- ...the calendar month in which produced nor be responsible ...d liable for the loss or destruction of royalty oil or other ...cts in storage from causes over which he has no control.

Rentals or minimum royalties may be waived, suspended ...duced and royalties on the entire leasehold or any portion ...f segregated for royalty purposes may be reduced if the ...tary of the Interior finds that, for the purpose of encour- ...the greatest ultimate recovery of oil or gas and in the ...est of conservation of natural resources, it is necessary, in ...dgment, to do so in order to promote development, or be- ...the lease cannot be successfully operated under the terms ...herein.

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

Contracts for disposal of products.—To file with the ...d Gas Supervisor of the Geological Survey not later than ...s after the effective date thereof any contract, or evidence ...of arrangement, for the sale or disposal of oil, gas, natural ...e, and other products of the leased land; *Provided*, That ...in any such contract or other arrangement shall be con- ...as modifying any of the provisions of this lease, including, ...t limited to, provisions relating to gas waste, taking royalty ...t, and the method of computing royalties due as based on ...mum valuation and in accordance with the Oil and Gas ...ing Regulations.

Statements, plats and reports.—At such times and in ...orm as the lessor may prescribe, to furnish detailed state- ...showing the amounts and quality of all products removed ...ld from the lease, the proceeds therefrom, and the amount ...production purposes or unavoidably lost; a plat showing ...ent work and improvements on the leased lands; and a ... with respect to stockholders, investments, depreciation ...sts.

Well records.—To keep a [illegible] and ...e information on all well surveys and tests in [illegible] ... or prescribed by the lessor [illegible]

[redacted]

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) *Equal Opportunity clause.*—During the performance of this lease, the lessee agrees as follows:

(i) The lessee will not discriminate against any employee or applicant for employment because of race, 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, 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 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.

(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, color, religion, sex, 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 this Equal Opportunity 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. 11246 of September 24, 1965, as amended, 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, 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.

(6) 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 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, 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.

(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, as amended, 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 [illegible] removing fossils, historic or prehistoric ruins, [illegible] any parti-

[redacted]

total relinquishment or the cancellation or expiration of this lease, or at any other time prior thereto when required and to the extent deemed necessary by the lessor to fill any pits, ditches and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the leased land and access roads to their former condition, including the removal of structures as and if required. The lessor may prescribe the steps to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic value.*—When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

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

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

Sec. 3. The lessor reserves:

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

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

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

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

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

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

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

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

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

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

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

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

[redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

Area Oil and Gas Supervisor or
District Engineer *(Address, include zip code)*

GEOLOGICAL SURVEY
P. O. BOX 2859
CASPER, WY 82601

Management Agency *(name)*

BUREAU OF LAND MANAGEMENT
P. O. BOX 1869
ROCK SPRINGS, WY 82901

Address *(include zip code)*

1. Notwithstanding any provision of this lease to the contrary, any drilling, construction, or other operation on the leased lands that will disturb the surface thereof or otherwise affect the environment, hereinafter called "surface disturbing operation," conducted by lessee shall be subject, as set forth in this stipulation, to prior approval of such operation by the Area Oil and Gas Supervisor in consultation with appropriate surface management agency and to such reasonable conditions, not inconsistent with the purposes for which this lease is issued, as the Supervisor may require to protect the surface of the leased lands and the environment.

2. Prior to entry upon the land or the disturbance of the surface thereof for drilling or other purposes, lessee shall submit for approval two (2) copies of a map and explanation of the nature of the anticipated activity and surface disturbance to the District Engineer or Area Oil and Gas Supervisor, as appropriate, and will also furnish the appropriate surface management agency named above, with a copy of such map and explanation.

An environmental analysis will be made by the Geological Survey in consultation with the appropriate surface management agency for the purpose of assuring proper protection of the surface, the natural resources, the environment, existing improvements, and for assuring timely reclamation of disturbed lands.

3. Upon completion of said environmental analysis, the District Engineer or Area Oil and Gas Supervisor, as appropriate, shall notify lessee of the conditions, if any, to which the proposed surface disturbing operations will be subject.

Said conditions may relate to any of the following:

(a) Location of drilling or other exploratory or developmental operations or the manner in which they are to be conducted.

(b) Types of vehicles that may be used and areas in which they may be used; and

(c) Manner or location in which improvements such as roads, buildings, pipelines, or other improvements are to be constructed.

Form 3100-5 (August 1973)

GPO 849-258

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.

Form 3106–5
(August 1974)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. W-63621

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

172114

ENERGETICS, INC.
Ste. 1010
333 W. Hampden Ave.
Englewood, Colorado 80110

RECORDED Mar 5 1979 8:00 AM
IN BOOK 57 Lr M PAGE 199
FEES $8.00 Lois J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stone

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective *(date)* July 1, 1978, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 27 North Range 111 West, 6th P.M.
Section 32: Lots 3, 4, N/2SE/4, NE/4

Containing 233.06 acres, m/l
Sublette Co., Wyoming

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

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

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

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 30th day of May, 1978.

James M. Turlington
(Assignor's Signature)
James M. Turlington

441 "K" Street
(Assignor's Address)

Washougal, Washington 98671
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective SEP 1 1978

By Elma On. Lane
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

AUG 29 1978
(Date)

U 232-8

NOTE: This form may be reproduced [illegible] in accordance with [illegible]

Instructions on reverse side

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

MONTANA 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.

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

Executed this 16th day of June , 1978

ENERGETICS, INC.

ATTEST: ENERGETICS, INC. SEAL COLORADO

Assistant Secretary

P. D. Maher (Assignee's Signature)
Executive Vice President

333 W. Hampden, Suite 1010
Engelwood, Colorado 80110
(Address, include zip code)

[illegible], Section 1001, makes it a crime for any person knowingly and willfully to make 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 [illegible] no later than fifteen (15) days after [illegible] agreement.

[redacted] [redacted] [redacted]

SSIGNMENT RIDER

ie event Assignee desires to surrender said lease as to all or any part of the acreage red thereby, said Assignee agrees to notify Assignor by registered mail, at least thirty days in advance of the anniversary date specified in said lease, and Assignor hereunder l then have fifteen (15) days after receipt of such notice within which to elect to take a signment of said lease as to the portion thereof to be relinquished. Should Assignor under elect to receive such a reassignment same will be delivered by Assignee prior to Anniversary date of the lease. Assignee's liability shall be limited to the amount paid ash consideration for this lease.

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

STATE OF Washington }
COUNTY OF ~~Spokane~~ Clark } ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30th day of May, 1978, personally appeared James M. Turlington, a single man

xxx, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that 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 6-30-81

Notary Public.

STATE OF COLORADO }
ss.
COUNTY OF ARAPAHOE }

On the ____ day of _____, 19__, personally appeared before me, P. D. Maher, who being by me duly sworn, did say that he is the Executive Vice President of ENERGETICS, INC., and that said instrument was signed on behalf of said corporation by authority of its by-laws or by resolution of its Board of Directors, and said P. D. Maher acknowledged to me that said corporation executed the same.

My commission expires:

_____
Notary Public

_____
Residing at

LEASE NO. 616912

RELEASE OF LEASE

Amoco Production Company, a Delaware Corporation of Tulsa, Oklahoma, with an office in Denver, Co. 80202

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 November 19 68, made and entered into between

USA FD W-58445 Lessor

and Virginia G. Stouffer Lessee

said lease being recorded in Book 49, on Page 567, in the records provided by law for the recording of such leases, only in so far as said lease covers the following described land located in the County of Sublette, State of Wyoming, to-wit:

Township 30 North Range 114 West
Section 27: S/2N/2, N/2S/2, S/2SE/4

172176

RECORDED Mar 8 1979 11:30AM
IN BOOK 57 Misc PAGE 202
FEES $4.00 Lois J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Recorded by MP Stuppe

APPROVED

Executed this 1st day of March, 1979

Amoco Production Company

By F. J. Mire
Its Attorney In Fact

CORPORATION ACKNOWLEDGMENT, ATTORNEY IN FACT

STATE OF Colorado
COUNTY OF Denver

On this 1st day of March, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared F. J. Mire 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 F. J. Mire acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1st day of March, 1979

My commission expires My Commission Expires Jan. 4, 1983

Notary Public

NOTARY PUBLIC STATE OF COLORADO

WHEN RECORDED RETURN TO: **Amoco Production Company** Security Life Building, Denver, Co. 80202

[redacted]-1-79; Jan. 79 Exp. [redacted] [redacted]

[redacted] [redacted] [redacted]

LEASE NO. 616913

RELEASE OF LEASE

Amoco Production Company, a Delaware Corporation of Tulsa, Oklahoma, with an office in Denver, Co. 80202

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 April 1967, made and entered into between

USA FD W-58444 Lessor

and Wayne M. Cope Lessee

said lease being recorded in Book 49, on Page 630, in the records provided by law for the recording of such leases, only in so far as said lease covers the following described land located in the County of Sublette, State of Wyoming, to-wit:

Township 31 North Range 114 West
Section 32: E/2NE/4, W/2SE/4

172177

RECORDED Mar 8 1979 11:30 AM
IN BOOK 57 R & P PAGE 203
FEES $4.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

APPROVED

Executed this 1st day of March, 1979

Amoco Production Company

By F. J. Mire
Its Attorney In Fact

CORPORATION ACKNOWLEDGMENT, ATTORNEY IN FACT

STATE OF Colorado
COUNTY OF Denver

On this 1st day of March, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared F. J. Mire 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 F. J. Mire acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1st day of March, 1979

FLORA M. TRUJILLO NOTARY PUBLIC STATE OF COLORADO

My Commission Expires Jan. 4, 1983

Notary Public

WHEN RECORDED RETURN TO: Amoco Production Company Security Life Building, Denver Co. 80202

mv; 3-1-79 Jan 79 RA

2 3

cky Mtn. Revised 10-75

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 15th day of February, 19 79
by and between Robert E. Olson and Ena Olson, husband and wife,
Box 569
Big Piney, Wyoming 83113

Party of the first part, hereinafter called lessor (whether one or more) and
Gulf Oil Corporation, P.O. Box 2619, Casper, Wyoming 82602
Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and more---------- Dollars cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit:

See Attachment for acreage description

This lease covers all of the land described above, including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above. This lease shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise 1363.00 acres, whether actually more or less.

It is agreed that this lease shall remain in force for a term of ~~ten~~ five years from ~~this date~~ Mar 8, 1979 and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

If no well be commenced on said land on or before one year from ~~the date hereof~~ Mar. 8, 1979 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 Three Hundred Sixty Three and No/100---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit

[redacted] [redacted] [redacted]

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

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such 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.

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

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

X Robert E. Olson (SEAL)
Robert E. Olson

_____ (SEAL)

X Ena Olson (SEAL)
Ena Olson

_____ (SEAL)

STATE OF Wyoming
COUNTY OF Sublette } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 21st day of February, 19 79, personally appeared Robert E. Olson and Ena Olson, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires September 1, 1981

Notary Public

Oil, and Gas Lease

FROM

TO

Dated _____, 19____

Lot_____ Block_____ Addition_____

Section_____ Township_____ Range_____

_____ County_____

No. of acres_____ Term_____

STATE OF_____
COUNTY OF_____ } SS.

This instrument was filed for record on the_____ day of_____, 19____, at____ o'clock ___M., and duly recorded in Book_____, Page_____ of the records of this office.

County Clerk—Register of Deeds.

By_____ Deputy.

When Recorded

Return to_____

STATE OF_____
COUNTY OF_____ } SS.

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

On this_____ day of _____, 19_____, before me, a Notary Public in and for said County and State, personally appeared_____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

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

My Commission Expires_____

Notary Public

25 33789 01

Township 30 North, Range 109 West, 6th P.M.
Section 5: Lots 8(20.22), 9(8.19), NE/4 SW/4, S/2 SW/4
Section 6: S/2 SE/4
Section 7: Lots 1(36.04), 2(33.79), 3(40.00), 4(49.03), 5(49.07), 6(25.86)
Section 8: Lots 2(24.06), 3(19.46), 4(13.57), N/2 NW/4

Township 30 North, Range 110 West, 6th P.M.
Section 11: Lots 1(35.58), NE/4 SE/4
Section 12: Lots 1(15.87), 2(28.16), 3(16.69), 4(22.78), S/2 N/2

Township 31 North, Range 109 West, 6th P.M.
Section 28: SW/4 SW/4
Section 29: Lots 2(22.78), 5(22.18), 6(21.74), W/2 SE/4
Section 32: Lots 1(14.08), 2(20.80), 3(34.04), 4(24.06), 6(16.61), NW/4 NE/4
Section 33: Lots 1(32.52), 2(2.80), 3(11.52), 5(21.50), NW/4 NW/4

Together with all accretion and riparian rights and all right, title and interest to the bed of the Green River.

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172178

RECORDED Mar 8, 1979 11:30 A.M.
IN BOOK 57 Misc
FEES $9.25 Doris J Yake
PAGE 204
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
by Dorothy McClure

Rocky Mtn. Revised 10-75

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 2nd day of February 19 79

by and between Clifford Russell Daniels and Sophie M. Daniels, husband and wife

Box 614

Big Piney, Wyoming 83113

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

Gulf Oil Corporation, P.O. Box 2619, Casper, Wyoming 82602 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and more---------- Dollars cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit:

See attachment

This lease covers all of the land described above, including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above. This lease shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise 472.09 acres, whether actually more or less.

It is agreed that this lease shall remain in force for a term of ~~xxx~~ five years from ~~xxxx~~ March 4, 1979 and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either of any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

If no well be commenced on said land on or before one year from ~~xxxxxxxxxxxx~~ March 4, 1979 this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney Bank at Big Piney, Wyoming or its successor or successors, or any bank with which it may be merged, or consolidated or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Four Hundred Seventy Two and 09/100---------- 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 ofsuch 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. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

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

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

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall apply 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 the total acreage of all land in the unit.

20.

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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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such 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.

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

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

X _____ (SEAL)
Clifford Russell Daniels

_____ (SEAL)

X _____ (SEAL)
Sophie M. Daniels

_____ (SEAL)

STATE OF UTAH
COUNTY OF WASHINGTON } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 19th day of February, 19 79, personally appeared Clifford Russell Daniels and Sophie M. Daniels, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as a free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires 2-8-80

_____ Notary Public
Patricia E. Sevy
Residing at St. George, Utah 84770

Oil, and Gas Lease

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

_____ County _____

No. of acres _____ Term _____

STATE OF _____ }
COUNTY OF _____ } SS.

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

_____ County Clerk—Register of Deeds.

By _____ Deputy.

When Recorded

Return to _____

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

STATE OF _____ }
COUNTY OF _____ } SS.

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

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

My Commission Expires _____

[redacted] [redacted] 2582 05 [redacted] Public

Township 30 North, Range 112 West, 6th P.M.
Section 5: Lot 2(40.09), and a portion of the SW/4 NE/4 described as:
Beginning at the quarter section corner in the boundary line between Section 4 and 5, and running thence North 64° 42' West, 22 chains, 46 links to the place of beginning, the initial point or descriptive point,
Running thence North 11 chains, 40 links,
Thence North 87° West, 6 chains,
Thence South 8 chains, 60 links,
Thence South 62° 36 East, 6 chains, 76 links, to the place of beginning.

Township 31 North, Range 112 West, 6th P.M.
Section 32: SW/4 SW/4, excepting therefrom the following described tract:
Beginning at the southwest corner of said Section 32 where is found a quartzite stone 17"x8"x5" marked ///// on E, / on W, S_S on N with mound of stone to N/
Thence N00° 07'E, 1324.0 feet along the west line of said Section 32 to the north line of the said SW/4 SW/4 where is found a quartzite stone 18"x14"x3" marked S 1/16 on W, S_S on E;
Thence S87° 28'E, 395.0 feet along the north line of said SW/4 SW/4 to a 3/8"x12" steel spike under an existing fence;
Thence S33° 50'E, 1642.9 feet along the said fence to the South line of said Section 32 where is found a quartzite stone 18"x11"x4" marked W1/16 on N, S_S on S;
Thence N87° 28'W, the base bearing of this survey, 1313.4 feet along the south line of said Section 32 to the place of beginning: containing an area of 14 acres more or less.
Section 31: S/2 NE/4, E/2 NW/4, NE/4 SW/4, N/2 SE/4
Section 32: NW/4 SW/4, SW/4 SE/4, SE/4 SW/4

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RECORDED Mar 8 1979 11:30 A.M.
IN BOOK 57 D & O. PAGE 207
FEES $8.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

RIGHT OF WAY AND EASEMENT – FACILITY

STATE OF WYOMING

COUNTY OF SUBLETTE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, hereinafter referred to as Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATIONS, to the Grantor in hand paid by NORTHWEST PIPELINE CORPORATION, a corporation, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, a right of way and easement to locate, construct, maintain and operate the hereinafter described facilities, with appurtenances thereto, on the hereinafter described land.

This grant shall carry with it the right of ingress and egress to and from, and access on and along said land, with the right to use existing roads, for the purpose of constructing, inspecting, repairing and maintaining the facilities and the removal or replacement of same at will, either in whole or in part. Grantee shall have the right of exclusive use of any portion of said property occupied by Grantee's improvements which are constructed on or above the surface thereof.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the facilities on the easement hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee may at any time, and upon permanent abandonment of said easement and removal of all improvements constructed thereon, shall execute and record a reconveyance and release hereof, whereupon this right of way and easement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

Grantor represents and warrants that he is the owner in fee simple of the land hereinafter described, subject only to outstanding mortgages, if any, now of record in said county, and in the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto.

It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.

DESCRIPTION OF FACILITIES: Cathodic Protection Station to provide a low resistance ground bed to which soil-generated current on Grantee's natural gas pipeline may be directed, composed of necessary ground beds, rectifiers, service poles, and underground cables, as shown on drawing 761.10-X-47, a copy of which has been furnished Grantor.

DESCRIPTION OF PROPERTY SITUATED IN SUBLETTE COUNTY, STATE OF WYOMING

Subdivision	Section	Township	Range or Block	B. & M. or Abstract No.
Tract 49	28	28 North	113 West, 6th P.M.	

172187

RECORDED March 9 1979 8:00 A M
IN BOOK 51 Misc. PAGE 210
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Ellis

WITNESS THE EXECUTION HEREOF THE 27 DAY OF February 19 79, A.D.

by Alice M. Schaffer.

Witness to Signature(s)
Notary Public
My Commission expires Aug 15 1980

Project Name: C.P.S. 1308

W/O 14612 Dwg. No. 761.10-X-47

R/W 78936 Grant No.

FORM NW [redacted] (2/74)

(Single Acknowledgment for Wyoming)

STATE OF WYOMING

COUNTY OF SUBLETTE

On this 27 day of February, 1979, before me personally appeared

Alice McGinnis Schaffer aka Alice M. Schaffer to me known to be the person described in and who executed the foregoing instrument, and acknowledged that (he) (she) executed the same as (his) (her) free act and deed.

My commission expires:

Notary Public in and for

County, State of

FORM NWP 1091-3 (2-74)

PRINTED BY WILKINS PRINTING 511 16th ST. SUITE 220 DENVER CO (303) 893-1081

212

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

C Rev 1974 OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 3rd day of January 19 79

between W. D. ALEXANDER, also known as William Dan Alexander, and DOROTHY H. ALEXANDER, also known as Dorothy Alexander, husband and wife, P. O. Box 35, Cora, Wyoming 82925 hereinafter called lessor,

and JAS. O. BREENE, JR., 1700 Broadway #1219, Denver, Colorado 80241 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten & more Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette, State of Wyoming, and described as follows:

Township 35 North, Range 110 West of the 6th P. M.
Section 5: W½SE¼
Section 8: N½NE¼, SE¼NE¼, NE¼SE¼
Section 9: SW¼SW¼

and containing 280.00 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of ten (10) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:
To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth (⅛) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (⅛) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (⅛) of its market value at the well. The lessee shall pay the lessor, (a) one-eighth (⅛) of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (⅛) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation therof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 3rd day of January 1980 this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the State Bank at Big Piney, Wyoming 83113, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Two hundred eighty and no/100 Dollars ($280.00), which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

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

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

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

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

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization; provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts each to have the same effect as the original. Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming.

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

Witnesses:

W. D. Alexander

Dorothy H. Alexander

[redacted]

[redacted]

W. D. Alexander

[redacted]

PRINTED BY WI[redacted] G, INC., 511 16th ST. SUITE 222 DENVER CO 8020[redacted] [redacted]

STATE OF WYOMING }
COUNTY OF SUBLETTE } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of January, 19 79, personally appeared W. D. Alexander, also known as William Dan Alexander, and Dorothy H. Alexander, also known as Dorothy Alexander, husband and wife,

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

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

My Commission Expires January 3, 1983

Lee Clyde
County Clerk Notary Public.

COUNTY CLERK SUBLETTE COUNTY

STATE OF _____ }
COUNTY OF _____ } ss.

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

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

_____

and _____

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

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

My Commission Expires _____

_____
Notary Public.

State of _____ }
County of _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

_____
Notary Public.

My Commission expires _____

No. _____

FROM

TO

Dated _____, 19_____

No. Acres _____

_____ County.

Term _____

This instrument was filed for record on the 12th day of March, 19 79, at 8:00 o'clock A M., and duly recorded in Volume 57 Qwd Page 312

of the records of this office.

Lee Clyde
_____ County Clerk.

By Deputy.

When recorded return to

1172201

ocky Mtn. Revised 10-75

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 22nd day of January, 19 79
by and between Karl M. Johnson, Inc., a Wyoming Corporation
Box 7
Jackson, Wyoming 83001

Party of the first part, hereinafter called lessor (whether one or more) and
Gulf Oil Corporation, P.O. Box 2619, Casper, Wyoming 82602 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and more---------- Dollars cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit:

Township 36 North, Range 114 West, 6th P.M.
Section 2: N/2 SW/4, SW/4 SW/4, NW/4 SE/4
Section 3: S/2 SE/4
Section 9: SE/4 NE/4, N/2 SE/4
Section 10: NW/4 NE/4, NE/4 NW/4, SW/4 NW/4

This lease covers all of the land described above, including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above. This lease shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise 480.00 acres, whether actually more or less.

It is agreed that this lease shall remain in force for a term of five years from Feb. 23, 1979 and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

If no well be commenced on said land on or before one year from Feb. 23, 1979 this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Jackson State Bank at Jackson, Wyoming or its successor or successors, or any bank with which it may be merged, or consolidated or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Four Hundred Eighty and No/100---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

[redacted] [redacted] [redacted]

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

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such 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.

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

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

Karl M. Johnson, Inc.

Attest: [signature] (SEAL)
Secretary

X _____ (SEAL)
Karl M. Johnson (President)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

KARL M. JOHNSON, INC. CORPORATE SEAL WYOMING

STATE OF Wyoming
COUNTY OF Teton } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon, South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 26th day of January, 19 79, personally appeared Karl M. Johnson, President and [signature], secretary, 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 January 21, 1980

[signature]
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 12th day of January, 1979, at 2:45 o'clock P.M., and duly recorded in Book 57, Page 214 of the records of this office.

[signature]
County Clerk—Register of Deeds

By [signature]
Deputy.

When Recorded

Return to _____

Recorded

STATE OF _____ } SS.
COUNTY OF _____

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

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

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

My Commission Expires _____

_____
Notary Public

202599 01

ocky Mtn. Revised 10-75

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 26th day of February, 19 79
by and between Marvin D. Price and Allene M. Price, husband and wife, Big Piney, Wyoming 83113

Gulf Oil Corporation, P.O. Box 2619, Casper, Wyoming 82602 Party of the first part, hereinafter called lessor (whether one or more) and Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and more---------- Dollars cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit: Township 33N, Range 113W

Section 3: SE/4 NW/4, E/2 SW/4, W/2 SE/4, SE/4 SE/4
Section 10: N/2 NE/4 Section 11: SE/4, SW/4 NE/4
Section 12: SW/4 SW/4 Section 13: NW/4 NW/4, E/2 NW/4, W/2 NE/4, NE/4 SE/4, SE/4 NE/4
Township 33N, Range 112W
Section 18: Lot 3 (39.63), Lot 4 (39.64), SE/4 SW/4

This lease covers all of the land described above, including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above. This lease shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise 958.59 acres, whether actually more or less.

It is agreed that this lease shall remain in force for a term of ~~xxx~~ Five years from ~~xxx~~ February 25, 1979, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

If no well be commenced on said land on or before one year from ~~xxxxxxxxxx~~ February 25, 1979, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney Bank at Big Piney, Wyoming 83113 or its successor or successors, or any bank with which it may be merged, or consolidated or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Nine Hundred Fifty-eight and 59/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

[redacted] [redacted] [redacted]

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

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such 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.

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

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

By: _____ (SEAL)
Marvin D. Price

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

By: _____ (SEAL)
Allene M. Price

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF Wyoming }
COUNTY OF Sheridan } SS.

Arizona, Colorado, Idaho, Montana,
Nebraska, Nevada, North Dakota, Oregon
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 28th day of February, 1979, personally appeared Marvin D. Price and Allene M. Price, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires September 1, 1981

Betty J. Hobgood Notary Public

Oil and Gas Lease

FROM

TO

Dated _____, 19___

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

_____ County _____

No. of acres _____ Term _____

STATE OF _____ }
COUNTY OF _____ } SS.

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

_____ County Clerk—Register of Deeds.

By _____ Deputy.

When Recorded

Return to _____

STATE OF _____ }
COUNTY OF _____ } SS.

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

On this _____ day of _____, 19___, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

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

My Commission Expires _____

_____ Notary Public

217 3201

Rocky Mtn. Revised 10-75

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 1st day of February 19 79
by and between Dan E. Chapel and Helen Chapel, husband and wife, and Elizabeth Chapel, a widow
Big Piney, Wyoming

Gulf Oil Corporation, P.O. Box 2619, Casper, Wyoming 82602 Party of the first part, hereinafter called lessor (whether one or more) and Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and more---------- Dollars cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit:

See attachment

This lease covers all of the land described above, including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above. This lease shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise 928.07 acres, whether actually more or less.

It is agreed that this lease shall remain in force for a term of ~~xxx~~ Five years from ~~xxx~~ March 5, 1979 and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

If no well be commenced on said land on or before one year from ~~xxxxxxxxxx~~ March 5, 1979 this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney Bank at Big Piney, Wyoming or its successor or successors, or any bank with which it may be merged, or consolidated or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Nine Hundred Twenty Eight and 07/100---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If, 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 ofsuch 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 case. 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 intefest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

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

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

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

[redacted] [redacted] [redacted]

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

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such 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.

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

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

X _____ (SEAL)
Dan E. Chapel 520-42-4553

_____ (SEAL)

X _____ (SEAL)
Elizabeth Chapel

_____ (SEAL)

X _____ (SEAL)
Helen Chapel

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF Wyoming }
COUNTY OF Sublette } SS.

Arizona, Colorado, Idaho, Montana,
Nebraska, Nevada, North Dakota, Oregon
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 26th day of February, 1979, personally appeared Dan E. Chapel and _____, to 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 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 September 1, 1981

_____
Notary Public

Oil, and Gas Lease

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

_____ County _____

No. of acres _____ Term _____

STATE OF _____ }
COUNTY OF _____ } SS.

This instrument was filed for record on the 12th day of March, 19 79, at 2:15 o'clock ___M., and duly recorded in Book 57, Page 218 of the records of this office.

_____ County Clerk—Register of Deeds.
By _____ Deputy.

When Recorded

Return to _____

Township 31 North, Range 110 West, 6th P.M.
Section 20: E/2 NE/4, SW/4 NE/4, E/2 SE/4
Section 21: Lot 9(13.57), W/2 SW/4, SE/4 SW/4
Section 27: Lot 2(7.68), Lot 3(24.83)
Section 28: Lot 1(39.75), SW/4 NE/4, N/2 NW/4, E/2 SW/4, W/2 SE/4, SE/4 NW/4
Section 33: NE/4
Section 34: Lot 3(42.24)

Together with all accretion and riparian rights and all rights, title, and interest to the bed of the Green River

ocky Mtn. Revised 10-75

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 15th day of February, 19 79
by and between Harvey Dean Luce AKA Dean Luce, a single man
P. O. Box 219
Big Piney, Wyoming 83113

Party of the first part, hereinafter called lessor (whether one or more) and
Gulf Oil Corporation, P.O. Box 2619, Casper, Wyoming 82602 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and more---------- Dollars cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit:

See attached sheet for description

This lease covers all of the land described above, including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above. This lease shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise 444.63 acres, whether actually more or less.

It is agreed that this lease shall remain in force for a term of ~~xx~~ five years from ~~xxx~~ March 8, 1979 and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

If no well be commenced on said land on or before one year from ~~xxxxxxxxxx~~ March 8, 1979 this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney Bank at Big Piney, Wyoming or its successor or successors, or any bank with which it may be merged, or consolidated or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Four Hundred Forty Four and 63/100---------- 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 ofsuch 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. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

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

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

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

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such 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.

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

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

SS# 520-38-8534 (SEAL)

X [signature] (SEAL)
Harvey Dean Luce AKA Dean Luce

(SEAL) (SEAL)

(SEAL) (SEAL)

(SEAL) (SEAL)

STATE OF Wyoming
COUNTY OF Sublette } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this [illegible] day of [illegible], 19 79, personally appeared Harvey Dean Luce AKA Dean Luce and [illegible], to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he 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]

Notary Public

My Commission Expires Nov. 25, 1981

Oil and Gas Lease

FROM

TO

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

Lot..... Block..... Addition.....

Section..... Township..... Range.....

..... County.....

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

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

This instrument was filed for record on the 12 day of [illegible], 19 77, at 2:45 o'clock P M., and duly recorded in Book 7, Page 330 of the records of this office. 17205

By [illegible] County Clerk—Register of Deeds.

Deputy.

When Recorded

Return to.....

STATE OF.....

R 33789 02

Township 31 North, Range 109 West, 6th P.M.
Section 28: SW/4 SW/4
Section 29: Lots 2(22.78), 5(22.18), 6(21.74), W/2 SE/4
Section 32: Lots 1(14.08), 2(20.80), 3(34.04), 4(24.06), 6(16.61), NW/4 NE/4
Section 33: Lots 1(32.5[illegible]), 3(11.52), 5(21.50), NW/4 NW/4

FORM 26

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

KINTZEL BLUE PRINT CO.
OIL MAPS & FORMS & PHOTOSTAT WORK

IN THE MATTER OF OIL AND GAS LEASE
Wyoming LAND OFFICE
SERIAL NO. W 53094

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned, Owen P. Miles Jr., by virtue of an agreement or assignment dated the 6th day of February, 19 76, between Owen P. Miles Jr. and Exxon Corporation, and recorded in the Office of the County Clerk of the County of —, State of —, is the owner of an overriding royalty of five per cent (5 %) of all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the following described lands situated in the County of Sublette, State of Wyoming, to-wit:

T. 27 N., R. 111 W., 6th P. M.

Sec. 33: Lots 1,2,3,4, NE¼SW¼, N½SE¼
Sec. 34: Lots 1,2,3,4, N½, N½S½
Sec. 35: Lots 1,2,3,4, N½S½

Containing 1165.04 acres more or less

172312

RECORDED Mar 19 1979 8:00 AM
IN BOOK 57 Misc PAGE 222
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

All of which lands are covered by and included within that certain oil and gas lease, or an application for oil and gas lease, bearing Wyoming Land Office Serial No. W 53094.

NOW, THEREFORE, for and in consideration of the sum of Ten and more ($ 10.00) and other good and valuable considerations in hand paid by Margaret C. Hoso of 214 South Fourth St. Springfield, ILL., hereinafter called "Assignee," the receipt and sufficiency of which is hereby acknowledged by Owen P. Miles Jr., hereinafter called "Assignor," Assignor has sold, assigned, transferred, and conveyed, and by these presents does sell, assign, transfer, and convey unto Assignee one-half (½) of the aforementioned overriding royalty, and being two and one-half per cent (2½ %) of all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the premises hereinabove described under and pursuant to the terms of the oil and gas lease 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.

Assignor hereby represents and covenants that he is the lawful owner of the interest hereby transferred and assigned; that he has full right and authority to transfer and assign the same; that said interest is free and clear of all liens and encumbrances; and that he will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, Assignor has hereunto set his hand this 12th day of February, 19 79

WITNESS:

Owen P. Miles Jr.

STATE OF Wyoming }
COUNTY OF Natrona } ss.

Oklahoma, K[redacted]s, New Mexico, Wyoming, Montana, Colorado, 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 February, 19 79, personally appeared Owen P. Miles 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 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.

HELEN E. YOTESLER - Notary Public
County of Natrona State of Wyoming
My Commission Expires Aug. 11, 1982

My Commission Expires _____ Helen E. Yotesler
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, _____

223

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

224

Lease # W-44785

Eff. date May 1, 1974

Issued by ~~US BLM~~

ASSIGNMENT OF OVER-RIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That Patrick F. Proulx

5440 Surry Street, Las Vegas, Nevada 89119

hereinafter called Assignor (whether one or more) for and in consideration of the sum of TEN Dollars ($10.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, do as hereby grant, bargain, sell, convey, transfer, assign and deliver unto Patrick F. Proulx

and Julianne S. Proulx, 5440 Surrey Street, Las Vegas, Nevada, 89119, hereinafter called Assignee (whether one or more) an over-riding royalty in the amount of an undivided 0.1484848% interest in and to all of the oil, gas and other minerals in and under and that may be produced from the following described lands situate in Sublette County, State of Wyoming, to-wit:

T 27N R 105W 6th P.M.
Sec 28: All
Sec 29: ALL
Sec 32 ALL
Sec 33: ALL -Containing a total of 2,560 acres

172471

RECORDED Mar 21 1979 8:00 AM
IN BOOK 57 Ord PAGE 224
FEES 4.00 Lois J Yahn COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

Said interest being 0.1484848 Percent out of that overriding royalty interest created in assignment of lease W 44785 to Rainbow Resources, Incorporated.

During the term of the present valid and subsisting Oil and Gas lease thereon, free and clear of any and all expenses, except taxes.

TO HAVE AND TO HOLD said royalty interest unto said assignee, his heirs, successors and assigns, with all and singular rights privileges and appurtenances thereunto or in any wise belonging to said Assignor herein. Assignor covenants and agrees it has a l ful right to convey said royalty, and will warrant and defend title, of, by and thru the A signor, but not otherwise.

Assignor reserves the right (and the same is agreed by Assignee) to sell and dispose of the royalty oil and gas to purchaser or purchasers of Assignors own oil and gas, subject to proper accounting and payment to Assignee, assignee's successors, heirs, and assigns.

Executed this 12 day of March, A.D. 19 79

Patrick F Proulx

Julianne S Proulx

ASSIGNEE CERTIFIES THAT:
(1) Assignee is over the age of majority: (2) Assignee is a citizen of the United States: (3) Assignee is the sole party in interest to this assignment: (4) Assignee's interests do not exceed 200,000 chargeable acres in the same state: Assignee agrees to be bound by terms and provisions of above described lease.

(date) 3-12-79 (Assignee) Patrick F Proulx, Julianne S Proulx

STATE OF NEVADA
County of CLARK } ss.

(ACKNOWLEDGMENT FOR CORPORATION)

On this 12th day of MARCH A. D., 19 79, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared PATRICK F. PROULX 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.

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

My commission expires JULY 19, 1982

Gail Proctor
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC STATE OF NEVADA
[redacted] COUNTY
CLARK

PRODUCER [redacted] [redacted] ZEL'S - CASPER

OIL A[redacted] GAS LEASE

AGREEMENT, Made and entered into this 16th day of November, 19 78
by and between Gordon M. Mickelson, as president of the Reservoir Ranch Company, Inc. of
Big Piney, Wyoming 83113

Party of the first part, hereinafter called lessor (whether one or more) and
Woods Petroleum Corporation, 3555 N.W. 58th St., Okla. City, Oklahoma 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 112 West, 6th P.M.
Section 20: E½SE¼
Section 21: NW¼NE¼, S½NE¼, W½, SE¼
Section 22: NW¼SW¼
Section 28: N½N½, S½NW¼, S½
Section 29: NE¼NE¼, S½NE¼, SE¼ and containing 1560.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of 5 (five) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

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

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

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (⅛) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 16th day of November, 19 79, 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 FIVE HUNDRED SIXTY AND NO/100s---------- 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 such 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 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 hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

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

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

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

(SEAL) (SEAL)

(SEAL) (SEAL)

(SEAL) (SEAL)

(SEAL) (SEAL)

Gordon M. Mickelson, as President of
Reservoir Ranch Company, Inc.
Corporate Tax I.D. #83-0188424

STATE OF Wyoming } SS.
COUNTY OF Sublette

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

Helen L. O'Toole—Notary Public
County of Sublette, State of Wyoming
My Commission Expires Oct. 31, 1981

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6th day of March, 1979, personally appeared Gordon M. Mickelson and ..... to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires Notary Public

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

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

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

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

My Commission Expires .....

Notary Public

OIL AND GAS LEASE

FROM .....

TO .....

Dated ....., 19...

Lot ..... Block ..... Addition .....

Section ..... Township ..... Range .....

..... County .....

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

STATE OF Wyoming } SS.
COUNTY OF Sublette

This instrument was filed for record on the 2nd day of March, 1979, at 11:15 o'clock A.M., and duly recorded in Book 57, Page 225 of the records of this office.

County Clerk—Register of Deeds.

By ..... Deputy.

When Recorded
Return to .....

172503

STATE OF Wyoming } SS.
COUNTY OF Sublette

Arizona, New Mexico, Utah, Wyoming
ACKNOWLEDGMENT — CORPORATION

On this 6th day of March, 1979, before me appeared Gordon M. Mickelson, to me personally known, who, being by me duly sworn did say that he is President of Reservoir Ranch Company, Inc., 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 Reservoir Ranch Company, Inc. acknowledged said instrument to be the free act and deed of said corporation.

Kathleen A. King—Notary Public
State of Wyoming
Sublette
My Commission Expires Jan. 10, 1983

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

My Commission Expires

Notary Public

[redacted] [redacted] [redacted]

Producers K 88 — STEEL BLUE PRINT CO — CASPER, WYOMING

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 29 day of January, 19 79

by and between Estate of Margaret Conwell, c/o of Ralph Conwell, P. O. Box 99, Henderson, Nevada, 89015

hereinafter called lessor (whether one or more) and Kenai Oil and Gas Inc, Energy Center One, 717 17th. St. Ste2000, Denver, Co. 80202, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of ten and more Dollars ($10.00.) cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette

Wyoming

T32 N, R111 W, 6th P.M.
Sec. 7: Lots 2,3,4, SE¼NW¼, E½SW¼, S½NE¼, SE¼
Sec. 8: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Sec. 17: W½, W½E½, SE¼NE¼, E½SE¼
Sec. 18: Lots 1,2, E½, E½NW¼, NE¼SW¼
Sec. 20: NE¼, N½NW¼, SE¼NW¼, N½SE¼, SE¼SE¼
Sec. 21: W½, W½E½, SE¼NE¼, E½SE¼
Sec, 28: NW¼NE¼, N½NW¼
T33 N, R111 W, 6th P.M.
Sec. 31: Lots 3,4, SE¼SW¼, SW¼SE¼

T32 N, R112 W, 6th P.M.
Sec. 10: Lots 1,2,3
Sec. 11: Lots 1,2,3,4, S½NE¼, SE¼NW¼, N½SE¼
Sec. 12: Lots 1,2,3,4, S½N½, N½S½, SW¼SW¼, S½SE¼
Sec. 13: NE¼NE¼
T33 N, R112 W, 6th P.M.
Sec. 27: W½NE¼, S½NW¼, S½
Sec. 34: N½NE¼, SE¼NE¼
Sec, 35: SW¼NE¼, W½, SE¼

and containing 5,218.80 acres, more or less.

It is agreed that this lease shall remain in force for a term of 8 years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

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

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

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (⅛) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 29 day of January, 1980, 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 of Colorado Bank at Henderson, Colorado or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Five Thousand Two Hundred Eighteen and 80/100 - - -

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 [redacted] 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 [redacted] 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) Estate of Margaret Conwell (SEAL)

(SEAL) BY: [signature] (SEAL)

(SEAL) (SEAL)

(SEAL) Ralph Conwell, Executer of the Estate of Margaret Conwell (SEAL)

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

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 29th day of January, 19 79, personally appeared Ralph Conwell to the estate of Margaret Conwell, and deceased, to me known to be the identical [illegible] described in and who executed the within and foregoing instrument of writing and acknowledged to me that he executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires Dec. 27, 1982

[signature] 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 ...

112587

This instrument was filed for record on the 5th day of October, 19 78, at 1:00 o'clock P M., and duly recorded in Volume 57 Misc. Page 237 of the records of this office.

By Clara M. Nichols Deputy
Lea County, New Mexico

When recorded return to

[redacted] [redacted] [redacted]

Producers K [redacted]

OIL A[redacted]AS LEASE

[redacted] REL BLUE PRT CO. 178 CASPER, WYOMING

AGREEMENT, Made and entered into this 18th day of December, 19 28 ~~78~~

by and between Edith Barp and George Barp, her husband of Big Piney, Wyoming 83113

Kenai Oil and Gas Inc., hereinafter called lessor (whether one or more) and

Engineer Center 1 Bldg. 717 17th St. Suite2000, Denver, CO. 80202, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of ten and more Dollars ($10.00.)

cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette

State of Wyoming, described as follows, to wit:

T32 N, R111 W, 6th P.M.
Sec. 7: Lots 2,3,4, SE¼NW¼, E½SW¼, S½NE¼, SE¼
Sec. 8: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Sec. 17: W½, W½E½, SE¼NE¼, E½SE¼
Sec. 18: Lots 1,2, E½, E½NW¼, NE¼SW¼
Sec. 20: NE¼, N½NW¼, SE¼NW¼, N½SE¼, SE¼SE¼
Sec. 21: W½, W½E½, SE¼NE¼, E½SE¼
Sec. 28: NW¼NE¼, N½NW¼
T33 N, R111 W, 6th P.M.
Sec. 31: Lots 3,4, SE¼SW¼, SW¼SE¼

T32 N, R112 W, 6th P.M.
Sec. 10: Lots 1,2,3
Sec. 11: Lots 1,2,3,4, S½NE¼, SE¼NW¼, N½SE¼
SEC. 12: Lots 1,2,3,4, S½N½, N½S½, SW¼SW¼, S½SE¼
Sec. 13: NE¼NE¼
T33 N, R112 W, 6th P.M.
Sec. 27: W½NE¼, S½NW¼, S½
Sec. 34: N½NE¼, SE¼NE¼
Sec. 35: SW¼NE¼, W½, SE¼

and containing 5,218.80 acres, more or less.

It is agreed that this lease shall remain in force for a term of eight (8) years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

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

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

Second. To pay lessor one-eighth (⅛) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (⅛) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 17th day of December, 19 79, 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, Wyo. 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 Five Thousand Two Hundred Eighteen and 80/100 ---------- $5,218.80 ---------- 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 that 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 said date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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

Lessor hereby is 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 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 to prevent 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.

This instrument re-recorded to show a change in the lease date to December 18, 1978

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

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when compiled with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

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

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

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

_____ (SEAL) Edith Barp (SEAL)

_____ (SEAL) _____ (SEAL)

_____ (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 _____ day of _____, 19__, 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.

My Commission Expires _____

Notary Public

County of Sublette, State of Wyoming
My Commission Expires Nov. 25, 1981

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 14th day of Feb 1979, at 8:00 o'clock A.M., and duly recorded in Volume 57 Oil & Gas Page 150 of the records of this office.

By Lois J Yake by Dorothy McInnis
Deputy

171710

172589

RECORDED Feb. 15 1979 8:00 A.M.
IN BOOK 57 Oil & Gas PAGE 229
FEES $ 5.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy McInnis

[redacted] [redacted]

Lease [redacted] W 44785

Eff. date May 1, 1974

Issued by U.S. BLM

ASSIGNMENT OF OVER-RIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That Dorothy Long

1722 Linden Street, Des Plaines, Il. 60016

hereinafter called Assignor (whether one or more) for and in consideration of the sum of ten Dollars ($ 10.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer, assign and deliver unto Terry W. Long

27101 Nottingham Drive, Waterford, WI. 53185, hereinafter called Assignee (whether one or more) an over-riding royalty in the amount of an undivided interest in and to all of the oil, gas and other minerals in and under and that may be produced from the following described lands situate in SUBLETTE County, State of WYOMING, to-wit:

T 27 N R 105 W., 6th P.M.
Sec 28: All
Sec 29: All
Sec 32: All
Sec 33: All - Containing a total of 2,560 acres

Said interest being 0.1767676 Percent out of that overriding royalty interest created in assignment of lease W 44785 to Rainbow Resources Incorporated.

During the term of the present valid and subsisting Oil and Gas lease thereon, free and clear of any and all expenses, except taxes.

TO HAVE AND TO HOLD said royalty interest unto said assignee, his heirs, successors and assigns, with all and singular rights privileges and appurtenances thereunto or in any wise belonging to said Assignor herein. Assignor covenants and agrees it has a lawful right to convey said royalty, and will warrant and defend title, of, by and thru the Assignor, but not otherwise.

Assignor reserves the right (and the same is agreed by Assignee) to sell and dispose of the royalty oil and gas to purchaser or purchasers of Assignors own oil and gas, subject to proper accounting and payment to Assignee, assignee's successors, heirs, and assigns.

Executed this 17 day of March, A.D. 19 79

Dorothy Long

ASSIGNEE CERTIFIES THAT:
(1) Assignee is over the age of majority: (2) Assignee is a citizen of the United States: (3) Assignee is the sole party in interest to this assignment: (4) Assignee's interests do not exceed 200,000 chargeable acres in the same state: Assignee agrees to be bound by terms and provisions of above described lease.

(date) March 17, 1979 (Assignee)

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 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.....executed the same as.....free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My commission expires.....

Notary Public

STATE OF ILLINOIS
County of COOK } ss.

(ACKNOWLEDGMENT FOR INDIVIDUAL)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 17th day of March, 19 79, personally appeared DOROTHY LOBO

and

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

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

Roy Baker
Notary Public

My commission expires April 22, 1981

ROY BAKER NOTARY PUBLIC COOK COUNTY, ILL.

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 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 executed the same as free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My commission expires

Notary Public

172691

RECORDED April 6 1979 8:00 A.M.
IN BOOK 57 Misc. PAGE 231
FEES $ 6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Assignment of Over-Riding Royalty

No.

FROM

TO

Dated

Section Township Range

Lot Block Addition

County, Wyoming

No. of Acres Term

STATE OF
County of } ss.

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

County Clerk—Register of Deeds

By Deputy

WHEN RECORDED RETURN TO

Rocky Mtn. Revised 10-75

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 5th day of March, 19 79

by and between Edward L. Sargent and Margaret A. Sargent, husband and wife
Kila, Montana 59920

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

Gulf Oil Corporation, P.O. Box 2619, Casper, Wyoming 82602 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and more---------- Dollars cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit:

Township 35 North, Range 113 West
Section 14: W/2 NW/4, NW/4 SW/4
Section 15: NE/4 NE/4, S/2 N/2, S/2

This lease covers all of the land described above, including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above. This lease shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise 640.00 acres, whether actually more or less.

It is agreed that this lease shall remain in force for a term of five (xx) years from June 25, 1979 (xxx) and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

If no well be commenced on said land on or before one year from June 25, 1979 (xxxxxxxxxx) this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Valley Bank of Kalispell Bank at Kalispell, Montana or its successor or successors, or any bank with which it may be merged, or consolidated or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Six Hundred Forty and No/100---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such 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.

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

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

X Edward L. Sargent (SEAL)
Edward L. Sargent

_____ (SEAL)

X _____ (SEAL)
Margaret A. Sargent

_____ (SEAL)

STATE OF Wyoming }
COUNTY OF Sublette } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of March, 19 79, personally appeared Edward L. Sargent and Margaret A. Sargent, husband and wife, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires _____

_____
Notary Public

Oil and Gas Lease

FROM

TO

Dated _____, 19__

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

_____ County _____

No. of acres _____ Term _____

STATE OF _____ }
COUNTY OF _____ } SS.

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

_____
_____ County Clerk—Register of Deeds.
By _____ Deputy.

When Recorded

Return to _____

172653

STATE OF CALIFORNIA,
COUNTY OF Contra Costa } ss.

On March 23, 1979
before me, the undersigned, a Notary Public in and for said State, personally appeared Edward L. Sargent and Margaret A. Sargent
known to me, to be the person s whose name s are subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

[redacted]

[redacted]

[redacted]

ASSIGNMENT OF OVERRIDING ROYALTY

Re: U. S. OIL & GAS LEASE
W-0320214

[illegible]0

KNOW ALL MEN BY THESE PRESENTS, THAT:

For value received,

C F BRAUN & CO.
1000 So. Fremont
Alhambra, California 91802

DYCO PETROLEUM CORPORATION
Three Park Central, Suite 1045
1515 Arapahoe Street
Denver, Colorado 80202

PETROLEUM, INC.
500 Colorado State Bank Bldg.
Denver, Colorado 80202

RECORDED April 11, 1979 9:00 A M
BOOK 57 O&G PAGE 235
FEES $10.75 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, WYOMING
by Dorothy McInnis

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 0.825% of 8/8ths to Floyd E. Murray, and 0.825% 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 Lease 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.	50.00%
DYCO PETROLEUM CORPORATION	25.00%
PETROLEUM, 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 Lease described on 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 Lease, 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 Lease 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 Lease, 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" lease, 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 WHEREOF, this Assignment of Overriding Royalty has been executed by and on behalf of Assignors this 1st day of February, 1978.

WITNESS:

C F BRAUN & CO

By D S Stange

DYCO PETROLEUM CORPORATION

By Carroll T. Rouse, Vice President

PETROLEUM, INC.

By DARRYL EMMERT, Attorney in Fact

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.

ON March 20, 19 79

before me, the undersigned, a Notary Public in and for said State, personally appeared D B Houge, known to me to be the person whose name is subscribed to the within instrument, as Attorney-in-Fact of C F Braun & Co, a corporation, and acknowledged to me that he subscribed the name of C F Braun & Co thereto as principal, and his own name as Attorney-in-Fact.

OFFICIAL SEAL
KARENE R. WILLIAMS
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires Jan. 19, 1980

WITNESS my hand and official seal.

Karene R. Williams
Notary Public in and for said State

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by CARROLL T. ROUSE, as Vice President of DYCO PETROLEUM CORPORATION, this 1st day of December, 1978.

Witness my hand and official seal.

My commission expires: 12-21-82

NOTARY PUBLIC STATE OF COLORADO

Notary Public

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

The foreging instrument was acknowledged before me by DARRYL EMMERT as Attorney in Fact for ~~xxx~~ PETROLEUM, INC. this 8th day of February, ~~1978~~1979.

Witness my hand and official seal.

My commission expires: December 15, 1981.

MARY C. MORRIS NOTARY PUBLIC STATE OF COLORADO

Mary C. Morris
Notary Public

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY DATED [illegible], BY AND BETWEEN C F BRAUN & CO, DYCO PETROLEUM CORPORATION AND PETROLEUM, INC., AS ASSIGNORS, AND FLOYD E. MURRAY AND L. A. IDLER, AS ASSIGNEES.

The following Oil and Gas Lease covering lands located in Sublette County, Wyoming:

United States Oil and Gas Lease Serial No. Wyoming 43217, dated February 1, 1975, insofar and only insofar as said lease covers the folowing described lands, to-wit:

Township 28 North, Range 114 West

Section 8: Lot 1 (NE¼NE¼)

Containing 39.97 acres, more or less.

ASSIGNMENT OF OVERRIDING ROYALTY

272671

Re: U. S. OIL & GAS LEASE
W-43217

KNOW ALL MEN BY THESE PRESENTS, THAT:

For value received,

C F BRAUN & CO.
1000 So. Fremont
Alhambra, California 91802

DYCO PETROLEUM CORPORATION
Three Park Central, Suite 1045
1515 Arapahoe Street
Denver, Colorado 80202

PETROLEUM, INC.
500 Colorado State Bank Bldg.
Denver, Colorado 80202

RECORDED April 14 A.D. 72 9:00 A.M.
IN BOOK 57 O+G PAGE 29
10 25 Lois J Yake COUNTY CLERK
by Dorothy McClure

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 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 Lease 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.	50.00%
DYCO PETROLEUM CORPORATION	25.00%
PETROLEUM, 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 Lease described on 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 Lease, 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 Lease 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 Lease, 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" lease, 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 WHEREOF, this Assignment of Overriding Royalty has been executed by and on behalf of Assignors this 6th day of January, 1978: 1977.

WITNESS:

C F BRAUN & CO

By _____

DYCO PETROLEUM CORPORATION

By _____
Carroll T. Rouse, Vice President

PETROLEUM, INC.

By _____
DARRYL EMMERT, Attorney in Fact

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.

ON March 20, 19 79
before me, the undersigned, a Notary Public in and for said State, personally appeared D B Houge, known to me to be the person whose name is subscribed to the within instrument, as Attorney-in-Fact of C F Braun & Co, a corporation, and acknowledged to me that he subscribed the name of C F Braun & Co thereto as principal, and his own name as Attorney-in-Fact.

OFFICIAL SEAL
KARENE R. WILLIAMS
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires Jan. 19, 1980

WITNESS my hand and official seal.

Notary Public in and for said State

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by CARROLL T. BOUSE as Vice President of DYCO PETROLEUM CORPORATION, this 14 day of February, 1978. 1979

Witness my hand and official seal.

My commission expires: 12-21-82

NOTARY PUBLIC STATE OF COLORADO

Notary Public

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

The foreging instrument was acknowledged before me by DARRYL EMMERT as Attorney in Fact for ~~of~~ PETROLEUM, INC. this 8th day of February, ~~1978~~ 1979.

Witness my hand and official seal.

My commission expires: December 15, 1981.

NOTARY PUBLIC STATE OF COLORADO

Notary Public

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY DATED _____, BY AND BETWEEN C F BRAUN & CO, DYCO PETROLEUM CORPORATION AND PETROLEUM, INC., AS ASSIGNORS, AND FLOYD E. MURRAY AND L. A. IDLER, AS ASSIGNEES.

The following Oil and Gas Lease covering lands located in Sublette County, Wyoming:

United States Oil and Gas Lease Serial No. Wyoming 0320214 dated November 1, 1965, insofar and only insofar as said lease covers the folowing described lands, to-wit:

Township 29 North, Range 114 West, 6th P.M.
Section 34: Lots 1,2,3,4, $N\frac{1}{2}S\frac{1}{2}$, $N\frac{1}{2}$ (All)
Section 35: Lots 1,2,3,4, $N\frac{1}{2}S\frac{1}{2}$, $N\frac{1}{2}$ (All)

Containing 1,302.04 acres, more or less.

Rocky Mtn. Revised 10-75

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 5th day of March, 19 79

by and between Bert L. Sargent and Renate M. Sargent, husband and wife
16695 Hiway 82
Carbondale, CO 81623

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

Gulf Oil Corporation, P.O. Box 2619, Casper, Wyoming 82602 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and more Dollars cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit:

Township 35 North, Range 113 West
Section 14: W/2 NW/4, NW/4 SW/4
Section 15: NE/4 NE/4, S/2 N/2, S/2

This lease covers all of the land described above, including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above. This lease shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise 640.00 acres, whether actually more or less.

It is agreed that this lease shall remain in force for a term of ~~XXX~~ Five years from ~~XXX~~ June 25, 1979, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

If no well be commenced on said land on or before one year from ~~XXXXXXXXXX~~ June 25, 1979, 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 Roaring Fork Bank at Carbondale, CO 81623 or its successor or successors, or any bank with which it may be merged, or consolidated or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Six Hundred Forty and No/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

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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 insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such 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.

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

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

X Bert L. Sargent (SEAL)
Bert L. Sargent

_____ (SEAL)

X Renate M. Sargent (SEAL)
Renate M. Sargent

_____ (SEAL)

STATE OF ~~Wyoming~~ Colorado
COUNTY OF ~~Sublette~~ Garfield SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27th day of March, 19 79, personally appeared Bert L. Sargent and Renate M. Sargent, husband and wife, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires 2-16-82

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 ..... }

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

On this ..... day of ....., 19...., before me, a Notary Public in and for said County and State, personally appeared ....., to me known to be the ..... of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

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

My Commission Expires .....

Notary Public

RECORDED: June 13, 1979 4:45 PM
IN BOOK 57 Misc. PAGE 245
FEE $5.00 Lois J. Shaw COUNTY CLERK
SUBLETTE COUNTY CLERK
By Dorothy Shaw

172727

cky Mtn. Revised 10-75

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 27th day of February 19 79
by and between Peter S. Olson and Anne Olson, husband and wife, Box 568, Big Piney, Wyoming 83113, and Circle Nine Ranch, Inc., a Wyoming Corporation and Sara Taylor Swift AKA Sara T. Swift, Box 38, Pinedale, Wyoming 82941

Party of the first part, hereinafter called lessor (whether one or more) and
Gulf Oil Corporation, P.O. Box 2619, Casper, Wyoming 82602 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and more Dollars cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit:

See attached sheet for description

This lease covers all of the land described above, including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above. This lease shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise 680.00 acres, whether actually more or less.

It is agreed that this lease shall remain in force for a term of ~~xxx~~ five years from ~~xxx~~ March 10, 1979, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

If no well be commenced on said land on or before one year from ~~xxxxxxxxxx~~ March 10, 1979, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney Bank at Big Piney, Wyoming or its successor or successors, or any bank with which it may be merged, or consolidated or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Six Hundred Eighty and No/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If, 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 ofsuch 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 mannet as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

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

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

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

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

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances [illegible] unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby, and placed in the [illegible] acreage of all land in the unit.

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

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such 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.

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

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

X _____ (SEAL)
Peter S. Olson

_____ (SEAL)

X _____ (SEAL)
Anne Olson

_____ (SEAL)

X _____
Sara Taylor Swift AKA Sara T. Swift , Individually

Circle Nine Ranch, Inc. (SEAL)

By: _____ (SEAL)

_____ (SEAL)

Attest: _____ (SEAL)
Secretary

STATE OF Wyoming
COUNTY OF Sublette } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6th day of March, 19 79, personally appeared Peter S. Olson and Anne Olson, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires _____

Kathleen A. King — Notary Public
County of Sublette State of Wyoming
My Commission Expires Jan. 10, 1983

Notary Public

STATE OF Wyoming
COUNTY OF Sublette } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6th day of March, 19 79, personally appeared Sara Taylor Swift AKA Sara T. Swift and _____, to me known to be the identical person _____ described in and who executed the within and foregoing instrument of writing and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires Sept. 23, 1980

SANDI PICCOLO - NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires Sept. 23, 1980

Sandi Piccolo
Notary Public

Township 32 North, Range 108 West, 6th P.M.
Section 6: SW/4 SE/4
Section 7: N/2 NE/4, SE/4 NE/4
Section 8: S/2 NW/4, SE/4, N/2 SW/4, SE/4 SW/4
Section 9: W/2 SW/4
Section 17: N/2 NE/4

STATE OF Wyoming
COUNTY OF Sublette } SS.

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

On this 6th day of March, 19 79, before me, a Notary Public in and for said County and State, personally appeared Phelps H. Swift to me known to be the President of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

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

My Commission Expires Sept. 23, 1980

SANDI PICCOLO - NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires Sept. 23, 1980

Sandi Piccolo

Rocky Mtn. Revised 10-75

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 27th day of February, 1979

by and between Peter S. Olson and Anne Olson, husband and wife,
Box 568
Big Piney, Wyoming 83113

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

Gulf Oil Corporation, P.O. Box 2619, Casper, Wyoming 82602 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and more---------- Dollars cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit:

See attached sheet for description

This lease covers all of the land described above, including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above. This lease shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise 1452.12 acres, whether actually more or less.

It is agreed that this lease shall remain in force for a term of ~~xxx~~ five years from ~~xxxx~~ Mar. 10, 1979 and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

If no well be commenced on said land on or before one year from ~~the date hereof~~ Mar. 10, 1979, 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 Four Hundred Fifty Two and 12/100---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

8 338 809 01

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

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such 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.

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

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

X Peter S. Olson (SEAL)
Peter S. Olson

_____ (SEAL)

X Anne Olson (SEAL)
Anne Olson

_____ (SEAL)

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon, South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

STATE OF Wyoming
COUNTY OF Sublette } SS.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6th day of March, 19 79, personally appeared Peter S. Olson and Anne Olson, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires My Commission Expires Jan. 10, 1983

Kathleen A. King—Notary Public
County of Sublette State of Wyoming

_____
Notary Public

Oil, and Gas Lease

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

_____ County _____

No. of acres _____ Term _____

STATE OF _____
COUNTY OF _____ } SS.

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

_____
County Clerk—Register of Deeds.

By _____
Deputy.

When Recorded

Return to _____

STATE OF _____
COUNTY OF _____ } SS.

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

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

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

My Commission Expires _____

_____
Notary Public

3380

Township 30 North, Range 110 West, 6th P.M.
Section 14: Lots 2(39.42), 3(39.96), 6(21.70), 8(27.45), 9(39.68) SW/4 NE/4, NE/4 SW/4
Section 15: Lots 4(35.07), 5(28.42), 6(32.77), 8(26.11), SW/4 NE/4 E/2 SW/4, W/2 SE/4
Section 21: Lot 1(7.94)
Section 22: Lots 2(29.44), 3(25.34), 4(38.40), 5(35.58), 6(11.01) 7(17.92), 9(39.37), 10(23.30), 11(41.21), NW/4 NE/4, NW/4, NW/4 SW/4
Section 23: Lot 1(37.12)
Section 27: Lots 1(37.12), 2(34.30), NW/4 NE/4

Township 31 North, Range 108 West, 6th P.M.
Section 6: Lots 3(40.03), 4(18.08)

Township 32 North, Range 108 West, 6th P.M.
Section 31: Lots 3(17.91), 4(17.97), S/2 SE/4, E/2 SW/4

Together with all accretion and riparian rights and all right, title and interest to the bed of the Green River

B 339 P 01

172728

RECORDED April 13 1972 4:45 P.M.
IN BOOK 57 D & C PAGE 247
FEES $ 8.75 David Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

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

2.0

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas leases dated February 27, 1979, from

eter S. Olson and Anne Olson, Circle Nine Ranch, Inc., and Sara Taylor Swift, as Lessors,

to Gulf Oil Corporation, as Lessee, recorded in Book _____, Page _____,

of the _____ Records of Sublette County, Wyoming, is owned by

Gulf Oil Corporation

in so far as it covers the following described land in Sublette, County, Wyoming,

to-wit:

Township 32 North, Range 108 West
Section 6: SW/4 SE/4
Section 7: N/2 NE/4, SE/4 NE/4
Section 8: S/2 NW/4, SE/4, N/2 SW/4, SE/4 SW/4
Section 9: W/2 SW/4
Section 17: N/2 NE/4

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we

Peter S. Olson, Anne Olson, Circle Nine Ranch, Inc., and Sara Taylor Swift

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Gulf Oil Corporation subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	DEPOSITORY BANK	AMOUNT
Peter S. Olson and Anne Olson	Box 568 Big Piney, Wyoming 83113	State Bank of Big Piney	340.00
Circle Nine Ranch, Inc.	Box 38 Pinedale, Wyoming 82941	Northern Trust Bank Chicago, IL	240.00
Sara Taylor Swift	Box 38 Pinedale, Wyoming 82941	1st Nat'l Bank of Pinedale	100.00

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

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

WITNESS our hands and seals this 6th day of March, 19 79.

X Peter S Olson
Peter S. Olson

X Anne Olson
Anne Olson

X Sara Taylor Swift
Sara Taylor Swift, Individually

Circle Nine Ranch, Inc. (SEAL)
By: Miller H Smith (SEAL)
(SEAL)
Attest: C. C. Schmidt (SEAL)
Secretary
(SEAL)

[redacted] [redacted] [redacted] 02

STATE OF Wyoming
COUNTY OF Sublette } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6th day of March, 19 79, personally appeared Peter S. Olson and Anne Olson, husband and wife

and

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

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

My Commission Expires My Commission Expires Jan. 10, 1983

Notary Public.

STATE OF Wyoming
COUNTY OF Sublette } ss.

The foregoing instrument was acknowledged before me this 6th day of March 19 79 by Sara Taylor Swift

Witness my hand and official seal.

My Commission Expires 9-23-80

SANDI PICCOLO - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires Sept. 23, 1980

Sandi Piccolo
Notary Public

STATE OF Wyoming
COUNTY OF Sublette } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 6th day of March, A.D. 19 79, before me personally appeared Phelps H. Swift, to me personally known, who, being by me duly sworn, did say that he is the President of Circle Nine Ranch, Inc., Phelps H. Swift and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Phelps H. Swift acknowledged said instrument to be the free act and deed of said corporation.

SANDI PICCOLO - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires Sept. 23, 1980

Witness my hand and seal this 6th day of March, A.D. 19 79

Sandi Piccolo
Notary Public

My Commission Expires 9-23-80

No. ____

FROM

TO

Dated ____, 19 ____

No. Acres ____

____ County, ____

Term ____

This instrument was filed for record on the 13th day of September, 19 79 at 4:45 o'clock P M., and duly recorded in Volume 5 Misc. Page 250 of the records of this office.

Attest: Barbara Christy
County Clerk.

By Barbara Christy Deputy

When recorded return to

250A

17,729

Mtn States Litho—Casper

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

That, for value received, FLOYD E. MURRAY, 1000 Empire Savings Building, Denver, Colorado 80202, hereinafter called "Assignor" does hereby convey, transfer, quit claim, sell, assign and deliver without warranty of title express or implied, to FLOYD MURRAY & CO., a partnership, located at 1000 Empire Savings Building, Denver, Colorado 80202, hereinafter called "Assignee" all Assignor's overriding royalty interest in Oil and Gas Leases set out in Exhibit "A" attached hereto and made a part hereof, and covering lands situate in the State of Wyoming, counties of Sweetwater and Sublette.

Witness my hand this 30th day of March, 1979.

Floyd E. Murray

272741

RECORDED March 30 1979 8:00 A.M.
IN BOOK 57 Misc PAGE 251
FEES $6.00 Paid
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lorraine McClure

STATE OF COLORADO)
)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 30th day of March, 1979.

Witness my hand and official seal.

Notary Public

My commission expires:

E X H I B I T "A"

Attached to and made a part of Assignment of Overriding Royalty Interest from Floyd E. Murray, Assignor, to Floyd Murray & Co. a partnership, covering lands situate in Wyoming, Counties of Sweetwater and Sublette.

Lease No.	County	Description	ORRI Conveyed	Recorded Book	Recorded Page
68/16723	Sweetwater	Township 19 North, Range 104 West Section 36: E½	1%	524	540
66-5165	Sublette	Township 28 North, Range 114 West Section 16: NW¼, W½NE¼, N½SW¼ From surface to 100' below stratigraphic equivalent of total depth of Fogarty Creek #2-16, SW¼, NW¼ Sec. 16, T28N-R114W	1.555%	56 O&G	21
66-5165	Sublette	Township 28 North, Range 114 West Section 16: E½NE¼, S½SW¼, SE¼ Same depth limitation as noted above.	1.008%	56 O&G	26

14.22

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

That, for value received, FLOYD E. MURRAY, does hereby convey, transfer, quit claim, transfer, assign and deliver without warranty of title express or implied, to FLOYD MURRAY & CO., a partnership, located at 1000 Empire Savings Building, 650 17th Street, Denver, Colorado 80202, all of Assignor's overriding royalty interest in oil and gas leases as set out in exhibit "A" attached hereto and made a part hereof.

EXECUTED this 2nd day of April, 1979.

Floyd E. Murray

172742

RECORDED April 16 1979 8:00 A.M.
IN BOOK 57 Misc. PAGE 253
14 25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of April, 1979, by FLOYD E. MURRAY.

Witness my hand and official seal.

Rosemary Pierson
Notary Public

My commission expires:

NOTARY PUBLIC OF COLORADO

EXHIBIT "A"

WYOMING FEDERAL LEASES

LEASE NO.	COUNTY	DESCRIPTION	ORRI CONVEYED	RECORDED BOOK	RECORDED PAGE
W-34626	Sweetwater	Township 19 North, Range 98 West Section 6: Lots 8, 9, 10, 11, 12, SE¼NW¼ Insofar as said lease covers the surface of the earth to the Top of the Ericson Formation	2%	528	332
W-34391	Sweetwater	Township 20 North, Range 98 West Section 14: NE¼, S½	2%	534	483
W-38253	Sweetwater	Township 20 North, Range 98 West Section 32: SW¼	2%	528	331
W-025355	Sweetwater	Township 20 North, Range 98 West Section 32: NE¼NW¼, SW¼NW¼	1%	591	287
W-0255886	Sweetwater	Township 21 North, Range 103 West Section 4: Lots 1, 2, 3, 4, S½N½, S½	1/4 of 1%	588	525-28
W-47788	Sweetwater	Township 22 North, Range 103 West Section 34: NW¼NW¼	1/2 of 1%	575	28
W-34133	Sweetwater	Township 23 North, Range 103 West Section 30: Lots 1, 2, 3, 4, E½, E½W½	2%		
W-34134	Sweetwater	Township 23 North, Range 103 West Section 31: Lots 1, 2, 3, N½NE¼, NE¼NW¼ Township 23 North, Range 104 West Section 25: E½	2%	539	53
W-42791	Sublette	Township 28 North, Range 114 West Section 5: Lots 7, 8, 12 Section 21: N½NW¼, SE¼NW¼, NE¼SW¼	3%		
W-0311662	Sublette	Township 28 North, Range 114 West Section 8: Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 Section 5: Lots 9, 10, 14, 15, 16, 17, 18, 19 Section 21: W½SW¼, SE¼SW¼ Extending from surface to equivalent of 8,010' in Dyco Pine Grove Federal #1, Sec. 8, T28N-R114W	3%		

EXHIBIT "A"

WYOMING FEDERAL LEASES

LEASE NO.	COUNTY	DESCRIPTION	ORRI CONVEYED	RECORDED BOOK	RECORDED PAGE
W-0320213	Sublette	Township 28 North, Range 114 West Section 17: Lots 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 Section 20: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 Same depth limitation as set out for W-0311662	3%		
W-0322083	Sublette	Township 28 North, Range 115 West Section 1: Lots 5, 6, 7, 8, S½ Section 12: E½ Section 13: E½ Same depth limitation as set out for W-0311662	3%		
W-0322610	Sublette	Township 28 North, Range 114 West Section 17: Lot 4 Township 28 North, Range 115 West Section 12: NW¼ Same depth limitation as set out for W-0311662	3%		
W-6317	Sublette	Township 28 North, Range 114 West Section 5: Lot 11 Same depth limitation as set out for W-0311662	3%		
W-36055	Sublette	Township 28 North, Range 115 West Section 12: SW¼ Same depth limitation as W-0311662	3%		
W-11603	Sublette	Township 28 North, Range 114 West Section 21: NE¼ From surface to 100' below stratigraphic equivalent of total depth in well 2-16	1.002% of 8/8ths	56 O&G	11
-2120	Sublette	Township 28 North, Range 114 West Section 15: W½ Same depth limitation as set out for W-11603	1.008% of 8/8ths	56 O&G	16
W-52811	Sublette	Township 28 North, Range 114 West Section 22: NW¼	1.67% of 8/8ths		

EXHIBIT "A"

WYOMING FEDERAL LEASES

LEASE NO.	COUNTY	DESCRIPTION	ORRI CONVEYED	RECORDED BOOK	RECORDED PAGE
W-0317227	Sublette	Township 28 North, Range 114 West Section 28: SW¼, W½NW¼ From surface to stratigraphic equivalent of 8,850' in well 1-32, SW¼SE¼ 32-28N-114W	0.845% of 8/8ths	54 O&G	275
W-0317227A	Sublette	Township 28 North, Range 114 West Section 33: NW¼, SE¼SW¼, N½NW¼SW¼, SE¼NW¼SW¼ Same depth limitation as W-0317227	0.845% of 8/8ths	54 O&G	275
W-0317228	Sublette	Township 28 North, Range 114 West Section 28: E½NW¼ Section 32: N½, SW¼ of Lot 14, Lot 15 Same depth limitation as W-0317227	0.845% of 8/8ths	54 O&G	275
W-0317229	Sublette	Township 28 North, Range 114 West Section 29: Lots 1, 2, 9, 10, 11, 12, 19, 20 Section 32: Lots 1-7, N½ Lot 8, N½ Lot 10 Same depth limitation as W-0317227	0.845% of 8/8ths	54 O&G	275
W-0320213	Sublette	Township 28 North, Range 114 West Section 29: Lots 3-8, 13-15 Same depth limitation as W-0317227	0.845% of 8/8ths	54 O&G	275
W-17208	Sublette	Township 28 North, Range 114 West Section 32: Lots 16, W½ and SE¼ Lot 17 From surface to depth of 8950'.	0.845% of 8/8ths	54 O&G	275
W-0322610	Sublette	Township 28 North, Range 114 West Section 29: Lots 16, 17, 18 Same depth limitation as W-0317227	0.875% of 8/8ths	54 O&G	269
W-0317227A	Sublette	Township 28 North, Range 114 West Section 33: SW¼NW¼SW¼ Same depth limitation as W-0317227	0.845% of 8/8ths	54 O&G	282

EXHIBIT "A"

WYOMING FEDERAL LEASES

LEASE NO.	COUNTY	DESCRIPTION	ORRI CONVEYED	RECORDED BOOK	RECORDED PAGE
W-0317228	Sublette	Township 28 North, Range 114 West Section 32: Lots 11, 12, 13, SE¼ of Lot 14 Same depth limitation as W-0317227	0.845% of 8/8ths	54 O&G	282
W-0317229	Sublette	Township 28 North, Range 114 West Section 32: S½ Lot 8, Lot 9, S½ Lot 10 Same depth limitation as W-0317227	0.845% of 8/8ths	54 O&G	282
W-17208	Sublette	Township 28 North, Range 114 West Section 32: NE¼ Lot 17, Lots 18, 19, 20 Surface to a depth of 8,950'.	0.845% of 8/8ths	54 O&G	282

257

ASSIGNMENT OF OVERRIDING ROYALTY

Re: U. S. OIL & GAS LEASE
W-26615

172756

KNOW ALL MEN BY THESE PRESENTS, THAT:

For value received,

C F BRAUN & CO
1000 So Fremont
Alhambra, California 91802

DYCO PETROLEUM CORPORATION
Three Park Central, Suite 1045
1515 Arapahoe Street
Denver, Colorado 80202

PETROLEUM, INC.
500 Colorado State Bank Bldg.
Denver, Colorado 80202

RECORDED April 18 1972 8:00 AM
IN BOOK 57 Oil PAGE 258
FEES $ 4.00 Floyd E. Murray COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Rosemary M Lewis

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 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 Lease 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	50.00%
DYCO PETROLEUM CORPORATION	25.00%
PETROLEUM, 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 Lease described on 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 Lease, 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 Lease 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 Lease, 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" lease, 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 WHEREOF, this Assignment of Overriding Royalty has been executed by and on behalf of Assignors this 30th day of March, 1979.

WITNESS:

_____

DYCO PETROLEUM CORP. SEAL ATTEST

_____

ATTEST

C F BRAUN & CO

By _____
ATTORNEY IN FACT

DYCO PETROLEUM CORPORATION

By _____
Carroll T. Rouse, Vice President

PETROLEUM, INC.

By _____
DARRYL EMMERT, Attorney in Fact

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

ON April 9, 1979

before me, the undersigned, a Notary Public in and for said State, personally appeared J L Murphy, known to me to be the person whose name is subscribed to the within instrument, as Attorney-in-Fact of C F Braun & Co, a corporation, and acknowledged to me that he subscribed the name of C F Braun & Co thereto as principal, and his own name as Attorney-in-Fact.

OFFICIAL SEAL
KATHRINE R. WILLIAMS
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires Jan. 19, 1980

WITNESS my hand and official seal.

Kathrine R. Williams
Notary Public in and for said State

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by CARROLL T. ROUSE, as Vice President of DYCO PETROLEUM CORPORATION, this 3rd day of April, 1979.

Witness my hand and official seal.

My commission expires:
12-21-82

NOTARY PUBLIC STATE OF COLORADO

Notary Public

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

The foreging instrument was acknowledged before me by Darryl Emmert as Attorney in Fact of PETROLEUM, INC. this 30th day of March, 1979.

Witness my hand and official seal.

My commission expires: 12-15-81

NOTARY PUBLIC STATE OF COLORADO

Notary Public

E X H I B I T "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY DATED _____ BY AND BETWEEN C F BRAUN & CO, DYCO PETROLEUM CORPORATION AND PETROLEUM, 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 land described from the surface of the ground down to 8,838 feet.

United States Oil and Gas Lease Serial No. Wyoming 26615, dated December 1, 1970, insofar and only insofar as said lease covers the following described land situate in Sublette County, Wyoming, to-wit:

Township 28 North, Range 114 West
Section 5: SW¼SE¼

Containing 40.00 acres, more or less.

ASSIGNMENT OF OVERRIDING ROYALTY

Re: U. S. OIL & GAS LEASE
W-9578

KNOW ALL MEN BY THESE PRESENTS, THAT: 172757

For value received,

C. F BRAUN & CO
1000 So Fremont
Alhambra, California 91802

DYCO PETROLEUM CORPORATION
Three Park Central, Suite 1045
1515 Arapahoe Street
Denver, Colorado 80202

PETROLEUM, INC.
500 Colorado State Bank Bldg.
Denver, Colorado 80202

RECORDED Sept 12 19 72 8:00 A.M.
IN BOOK 57 (Misc) PAGE 262
FEES $ 2.00 Linda J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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 0.825% of 8/8ths to Floyd E. Murray, and 0.825% 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 Lease 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	50.00%
DYCO PETROLEUM CORPORATION	25.00%
PETROLEUM, 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 Lease described on 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 Lease, 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 Lease 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 Lease, 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" lease, 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 WHEREOF, this Assignment of Overriding Royalty has been executed by and on behalf of Assignors this 30th day of March, 1979.

WITNESS:

C F BRAUN & CO

By _____
ATTORNEY IN FACT

DYCO PETROLEUM CORPORATION

By _____
Carroll T. Rouse, Vice President

PETROLEUM, INC.

By _____
DARRYL EMMERT, Attorney in Fact

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

ON April 9, 1979

before me, the undersigned, a Notary Public in and for said State, personally appeared **J L Murphy**, known to me to be the person whose name is subscribed to the within instrument, as Attorney-in-Fact of **C F Braun & Co**, a corporation, and acknowledged to me that he subscribed the name of **C F Braun & Co** thereto as principal, and his own name as Attorney-in-Fact.

OFFICIAL SEAL
KARENE R. WILLIAMS
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires Jun. 19, 1980

WITNESS my hand and official seal.

Karene R. Williams
Notary Public in and for said State

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by CARROLL T. as Vice President of DYCO PETROLEUM CORPORATION, this 31st day of March, 1979.

Witness my hand and official seal.

My commission expires:
12-21-82

NOTARY PUBLIC STATE OF COLORADO

Notary Public

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

The foreging instrument was acknowledged before me by Darryl Emmert as Attorney in Fact of PETROLEUM, INC. this 30th day of March, 1979.

Witness my hand and official seal.

My commission expires: 12-15-81

C. MORRIS NOTARY PUBLIC STATE OF COLORADO

Notary Public

E X H I B I T "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY DATED _____ BY AND BETWEEN C F BRAUN & CO, DYCO PETROLEUM CORPORATION AND PETROLEUM, 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 land described from the surface of the ground down to 8,838 feet.

Oil and Gas Lease dated December 1, 1967, from the United States of America, Lessor, to John P. Ellbogen, Lessee, bearing Serial No. W-9578, insofar and only insofar as it covers the following described lands in Sublette County, Wyoming, to-wit:

Township 28 North, Range 114 West, 6th P.M.
Section 3: Lots 7, 8, 9, 10, 15, 16, 17, 18
Section 4: Lots 5 thru 14, 19, 20
Section 5: Lots 5, 6, 13, 20, S½NE¼, NW¼SE¼
Section 9: N½
Section 10: NW¼

ASSIGNMENT OF OVERRIDING ROYALTY

Re: U. S. OIL AND GAS LEASE
W-9578

172758

KNOW ALL MEN BY THESE PRESENTS:

For value received,

C F BRAUN & CO
1000 So Fremont
Alhambra, California 91802

DYCO PETROLEUM CORPORATION
Three Park Central Suite 1045
1515 Arapahoe Street
Denver, Colorado 80202

PETROLEUM, INC.
500 Colorado State Bank Bldg.
Denver, Colorado 80202

RECORDED April 13 1979 8:00 AM
IN BOOK 227 Misc. PAGE 266
OFFICE OF 12th Judicial Dist. COUNTY CLERK
SUBLETTE WYOMING
by Amanda J. McClure

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 1.625% of 8/8ths to Floyd E. Murray, and 1.625% 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 Lease described on said Exhibit "A", which lands are situate in the County of Sublette, State of Wyoming, and which Exhibit "A", is by this reference thereto, incorporated herein and made a part hereof. In this connection, it is understood and agreed that should Chandler & Associates, Inc and/or Petro-Search Exploration Corporation 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 Chandler & Associates or Petro-Search Exploration Corporation. Should Chandler & Associates, Inc, or Petro-Search Exploration Corporation convert their overriding royalty position to a working interest position, 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 lease and lands prior to such conversion without taking into account in either instance the burden of the overriding royalty interest herein conveyed.

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	50.00%
DYCO PETROLEUM CORPORATION	25.00%
PETROLEUM, 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 Lease described on 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 Lease, 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 Lease 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 Lease, 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" lease, 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 WHEREOF, this Assignment of Overriding Royalty has been executed by and on behalf of Assignors this 26th day of March, 1979.

WITNESS:

C F BRAUN & CO

By _____ ATTORNEY IN FACT

DYCO PETROLEUM CORPORATION

ATTEST:

By _____
Carroll T. Rouse, Vice President

XXXXXXXX

PETROLEUM, INC.

By _____
DARRYL EMMERT, Attorney in Fact

STATE OF CALIFORNIA)

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

ON April 9, 19 79

before me, the undersigned, a Notary Public in and for said State, personally appeared **J L Murphy**, known to me to be the person whose name is subscribed to the within instrument, as Attorney-in-Fact of **C F Braun & Co**, a corporation, and acknowledged to me that he subscribed the name of **C F Braun & Co** thereto as principal, and his own name as Attorney-in-Fact.

OFFICIAL SEAL
KARENE R. WILLIAMS
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires Jan. 19, 1980

WITNESS my hand and official seal.

Karene Williams
Notary Public in and for said State

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by CARROLL T. ROUSE, as Vice President of DYCO PETROLEUM CORPORATION, this [illegible] day of DEC, 1979.

Witness my hand and official seal.

My commission expires:
10-21-82

NOTARY PUBLIC

Notary Public

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

The foreging instrument was acknowledged before me by Darryl Emmert as Attorney in Fact of PETROLEUM, INC. this 30th day of March, 1979.

Witness my hand and official seal.

My commission expires: 12-15-81

NOTARY PUBLIC

Notary Public

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY DATED [redacted] BY AND BETWEEN C F BRAUN & CO, DYCO PETROLEUM CORPORATION AND PETROLEUM, 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 land described from the surface of the ground down to 8,838 feet.

United States Oil and Gas Lease Serial No. Wyoming 9578, dated December 1, 1967, insofar and only insofar as said lease covers the following described lands, situate in Sublette County, Wyoming, to-wit:

Township 28 North, Range 114 West, 6th P.M.
Section 4: Lots 15, 16, 17, 18

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

OR 1

ASSIGNMENT OF ROYALTY

KNOW ALL MEN BY THESE PRESENTS: That Thomas F. Stroock and Marta F. Stroock, husband and wife, assignors, of P. O. Box 2875, Casper, Wyoming 82601 for and in consideration of the sum of One Dollar ($1.00) and other valuable considerations, to them in hand paid by E. H. Merback of P. O. Box 203, Casper, Wyoming 82601 hereinafter designated assignee, receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, SET OVER, TRANSFER and CONVEY unto said assignee his heirs, successors and assigns, all their right, title and interest in, of and to one-half of one percent (½ of 1%) of all the oil, gas and other hydrocarbon substances produced and saved from the following described lands situated in Sublette County, Wyoming To-wit:

Covered by that certain oil and gas lease dated January 5, 1973, from James Francis Mickelson and Mae E. Mickelson, husband and wife, Big Piney, Wyoming 83113, and Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82601, recorded in book 48 Oil & Gas at page 643 on the Sublette County, Wyoming, records.

Township 30 North, Range 112 West, 6th P.M.
Section 9: SE¼NE¼
Section 10: S½NW¼, S½
Section 11: SW¼SW¼, S½SE¼
Section 12: SE¼SW¼, SW¼SE¼
Section 13: W½NE¼, NW¼
Section 14: N½NE¼, W½NW¼, SE¼NW¼, S½
Section 15: E½
Section 23: NW¼, N½SW¼, 2 acres in the NW corner of the NE¼
Section 24: E½E½

Township 30 North, Range 111 West, 6th P.M.
Section 19: Lots 1, 2, 3, 4, E½W½, S½NE¼, N½SE¼, SW¼SE¼

BENEFICIAL INTEREST TRANSFERRED - NO DOCUMENTARY STAMPS REQUIRED.

and embracing 2641.53 acres, more or less, according to the survey thereof.

This is an OVER-RIDING royalty conveyed by assignors and accepted by assignee subject to the terms of the lease, leases, operating agreement and operating agreements now held by assignors 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 assignors 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. Assignors covenant and agrees that they have ~~has~~ lawful right to sell and convey said royalty, and that they 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, We have hereunto set our hands and seal this 31st day of January, 19 73

Signed in presence of

_____

_____

Thomas 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 31st day of January, 19 73, personally appeared Thomas F. Stroock and Marta F. Stroock, husband and wife,

and

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

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

Notary

My Commission Expires:

Rita E. Bourbon
Notary Public.

State of }
County of } ss.

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

Witness my hand and official seal.

My Commission Expires:

Notary Public

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

Notary Public.

My Commission expires

No.

FROM

TO

Dated 19

No. Acres

County

Term

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

of the records of this office.

County Clerk.

Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

273272

TFS-W-0771

OR 1

ASSIGNMENT OF ROYALTY

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

KNOW ALL MEN BY THESE PRESENTS: That Thomas F. Stroock and Marta F. Stroock, husband and wife, assignors, of P. O. Box 2875, Casper, Wyoming 82601 for and in consideration of the sum of One Dollar ($1.00) and other valuable considerations, to them in hand paid by F. H. Merback of P. O. Box 203, Casper, Wyoming 82601 hereinafter designated assignee, receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, SET OVER, TRANSFER and CONVEY unto said assignee his heirs, successors and assigns, all their right, title and interest in, of and to one-half of one percent (½ of 1%) of all the oil, gas and other hydrocarbon substances produced and saved from the following described lands situated in Sublette County, Wyoming To-wit:

Covered by that certain oil and gas lease dated January 5, 1973, from Kenneth Guio, also known as Kenneth H. Guio, and Marjorie Guio, husband and wife, Big Piney, Wyoming 83113, and Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82601, recorded in book 48 Oil & Gas, at page 640 on the Sublette County, Wyoming, records.

Township 30 North, Range 112 West, 6th P.M.
Section 4: SW¼, W½SE¼
Section 5: Lots 3, 4, SE¼, E½SW¼, NW¼SW¼, W½SW¼NE¼, SE¼SW¼NE¼
Section 6: Lots 1, 2, 6, S½NE¼, NW¼SE¼, NE¼SW¼
Section 8: NE¼NE¼, N½NW¼
Section 9: NW¼, W½NE¼, NE¼NE¼

BENEFICIAL INTEREST TRANSFERRED - NO DOCUMENTARY STAMPS REQUIRED.

and embracing 1285.57 acres, more or less, according to the survey thereof.

This is an OVER-RIDING royalty conveyed by assignors and accepted by assignee subject to the terms of the lease, leases, operating agreement and operating agreements now held by assignors 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 assignors 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. Assignors covenant and agrees that they have ~~his~~ lawful right to sell and convey said royalty, and that they 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, We have hereunto set our hands and seal this 31st day of January, 19 73

Signed in presence of

Thomas F. Stroock (SEAL)

Marta F. Stroock (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 31st day of January, 19 73, 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.

My Commission Expires

Notary Public.

State of
County of } ss.

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

Witness my hand and official seal.
My Commission Expires:

Notary Public

State of
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

Notary Public.

My Commission expires

No.
FROM
TO
Dated 19
No. Acres
County
This instrument was filed for record on the day of 19 at o'clock M., and duly recorded in Volume Page
of the records of this office.
County Clerk.
By Deputy.
When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

274

427273

TFS-W-0770
KINTZEL BLUE PRINT CO.
134 N. CENTER
CASPER, WYOMING

OR 1

ASSIGNMENT OF ROYALTY

KNOW ALL MEN BY THESE PRESENTS: That Thomas F. Stroock and Marta F. Stroock, husband and wife, assignors, of P. O. Box 2875, Casper, Wyoming 82601 for and in consideration of the sum of One Dollar ($1.00) and other valuable considerations, to them in hand paid by F. H. Merback of P. O. Box 203, Casper, Wyoming 82601 hereinafter designated assignee, receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, SET OVER, TRANSFER and CONVEY unto said assignee his heirs, successors and assigns, all their right, title and interest in, of and to one-half of one percent (½ of 1%) of all the oil, gas and other hydrocarbon substances produced and saved from the following described lands situated in Sublette County, Wyoming To-wit:

Covered by that certain oil and gas lease dated January 5, 1973, from Kenneth Guio, also known as Kenneth H. Guio, and Marjorie Guio, husband and wife, Big Piney, Wyoming 83113, and Thomas F. Stroock, P. O. Box 2875, Casper, Wyoming 82601, recorded in book 48 Oil & Gas at page 637 on the Sublette County, Wyoming, records.

Township 30 North, Range 111 West, 6th P.M.
Section 19: SE¼SE¼
Section 20: SW¼SW¼
Section 29: N½NW¼
Section 30: Lots 1, 2, 3, 4, E½W½
Section 31: Lots 1, 2, E½NW¼, W½NE¼, NE¼SW¼, NW¼SE¼

Township 30 North, Range 112 West, 6th P.M.
Section 13: S½
Section 22: SE¼NW¼, NE¼SW¼, S½S½
Section 23: S½SW¼, E½
Section 24: W½E½, W½
Section 25: All
Section 26: E½, E½W½, NW¼NW¼
Section 27: N½NE¼

BENEFICIAL INTEREST TRANSFERRED - NO DOCUMENTARY STAMPS REQUIRED.

and embracing 3478.02 acres, more or less, according to the survey thereof.

This is an OVER-RIDING royalty conveyed by assignors and accepted by assignee subject to the terms of the lease, leases, operating agreement and operating agreements now held by assignors 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 assignors 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 to tanks erected for the purpose of storing said products, together with the rights, privileges and benefits derived therefrom. Assignors covenant and agrees that they have ~~xx~~ lawful right to sell and convey said royalty, and that they 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, We have hereunto set our hands and seal this 31st day of January, 19 73.

Signed in presence of

(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 31st day of January, 19 73, 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.

My Commission Expires.

Rita E. Dorton
Notary Public.

State of }
County of } ss.

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

Witness my hand and official seal.

My Commission Expires:

Notary Public

ACKNOWLEDGMENT (For use by Corporation)

State of }
County of } ss.

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

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

(SEAL)

Notary Public.

My Commission expires.

No.
FROM
TO
Dated, 19
No. Acres
County.
Form
This instrument was filed for record on the day of, 19 at o'clock M., and duly recorded in Volume Page
of the records of this office.
County Clerk.
Deputy.
When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

236

142774

237

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 21 day of March, 19 79
by and between Marian G. Pinson, a widow
725 South Alton Way
Windsor Gardens, Denver, Colorado 80202

hereinafter called lessor (whether one or more) and
Kenai Oil and Gas Inc, 2000 Energy Center One, 717 17th. st. Denver, Co. 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:

and containing 528.80 acres, more or less.

It is agreed that this lease shall remain in force for a term of (8) eight years from 12th June 1982 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 12 day of June, 19 83, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Central Bank of Aurora Bank at Aurora, Colorado 80011 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 Thousand Two Hundred Eighteen and 80/100 - - -

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when compiled with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

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

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

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

(SEAL) (SEAL)

Marian G. Pinson (SEAL) (SEAL)

(SEAL) (SEAL)

STATE OF Colorado } SS.
COUNTY OF Denver }

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 March, 19 79, personally appeared Marian G. Pinson, and ____, to 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 Jan 29, 1983

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.

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

T32 N, R111 W, 6th P.M.
Sec. 7: Lots 2,3,4, SE¼NW¼, E½SW¼, S½NE¼, SE¼
Sec. 8: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Sec. 17: W½, W½E½, SE¼NE¼, E½SE¼
Sec. 18: Lots 1,2, E½, E½NW¼, NE¼SW¼
Sec. 20: NE¼, N½NW¼, SE¼NW¼, N½SE¼, SE¼SE¼
Sec. 21: W½, W½E½, SE¼NE¼, E½SE¼
Sec, 28: NW¼NE¼, N½NW¼
T33 N, R111 W, 6th P.M.
Sec. 31: Lots 3,4, SE¼SW¼, SW¼SE¼

T32 N, R112 W, 6th P.M.
Sec. 10: Lots 1,2,3
Sec. 11: Lots 1,2,3,4, S½NE¼, SE¼NW¼, N½SE¼
Sec. 12: Lots 1,2,3,4, S½N½, N½S½, SW¼SW¼, S½SE¼
Sec. 13: NE¼NE¼
T33 N, R112 W, 6th P.M.
Sec. 27: W½NE¼, S½NW¼, S½
Sec. 34: N½NE¼, SE¼NE¼
Sec, 35: SW¼NE¼, W½, SE¼

5,218 acres, more or less

My Commission expires ____

This instrument was filed for record on the 19th day of April 1979 at 8:00 o'clock A. M. and duly recorded in Volume 571 Misc. Page 277 of the records of this office

Lois J. Yoke
County Clerk.
By Beverly McClure
Deputy.

732275

When recorded return to

____

____

____

"RIDER"

Attached to and made a part of Oil and Gas Lease dated March 21, 1979 between Marian G. Pinson, as lessor, and Kenai Oil and Gas Inc., as lessee.

Anything herein to contrary notwithstanding:

Lessee agrees that if any of the lands in this lease are pooled with other lands and production is obtained, one well will not hold the entire lease beyond three (3) years from the completion date of the well; and if no well is drilled on that part of the lease not actually held by production, then lessee agrees to pay delay rentals during the primary term on that part of the lease not held by production; and if at the end of the primary term the lease is being maintained solely by the well on the pooled acreage, the lease will expire as to that part ot the leasehold estate that is not within the pooled unit and lessee agrees to execute a partial release of that part of the lease ... not actually held within the pooled unit.

Lessor warrants title only insofar as their(her) 5.00 net mineral interest is concerned. Lessee agrees that there is an oil and gas lease presently of record from Marian G. Pinson as lessor to Richard B. Stevens as Lessee, the primary term of which expires on June 12, 1982. This lease dated March 21, 1979 is to become effective on the expiration of the above lease dated. June 12, 1972. This lease is subject to the additonal bonus payment as specified in Letter Agreement dated March 21, 1979 between Lessor and Kenai Oil and Gas Inc. Which agreeemnt shall be binding upon the lessee herein, its sucessors and assigns.

M. G. P.

Marian G. Pinson

Form 3109-3
(September [redacted])

UNITED STATES
DEPARTMEN[redacted] THE INTERIOR
BUREAU OF LAND MANAGEMENT

Land Office [redacted]
Cheyenne, Wyoming
APR 12 1972
Serial No. W-34033

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~~ Robert W. David
(First Name, Middle Initial, Last Name)
P. O. Box 1497
(Number and Street)
Cheyenne, Wy. 82001
(City, State, ZIP Code)

2. Land requested: State Wyoming County Sublette T. 27N., R. 113W., 6th Meridian

172831

Section 29: NE¼NE¼

REGIONAL PAPERWORK CENTER
IN BOOK 97 PAGE 280
FEB 6 1973 at 8:00 A.M.
Lee M. Liss

Total Area 40 Acres

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

This lease embraces the land and the land described in item 2.

The rental retained is the rental amount shown in item 4.

CERTIFIED
to be a true and complete copy of the official record on file in the
MAR 30 1972
U.S. GEOLOGICAL SURVEY
CASPER, WYOMING

T. 27N., R. 113W., 6th P.M.
within a known geologic structure on date of lease issuance.

E. M. Liss
Regional Geologist
For the Director
U. S. Geological Survey

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

4. Amount remitted: Filing fee $10, Rental $ 20.00, Total $ 30.00

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 3103.2. (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.

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 10th day of March, 1972

(Lessee signature)

Robert W. David
(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 [illegible]
(Signing officer)

(Title)

Effective date of lease MAY 1 1972
(Date) MAR 5 1972

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.

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.

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

2. The lessee agrees.

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

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

... Wells.—(1) To drill and produce all wells necessary to ... ect the leased land from drainage by wells on lands not the ... erty of the lessor, or lands of the United States leased at a ... royalty rate, or as to which the royalties and rentals are ... into different funds than are those of this lease; or in lieu ... y part of such drilling and production, with the consent of ... Director of the Geological Survey, to compensate the lessor ... ll each month for the estimated loss of royalty through ... ege in the amount determined by said Director; (2) at the ... ion of the lessee, to drill and produce other wells in con- ... ty with any system of well spacing or production allotments ... ing the field or area in which the leased lands are situated, ... is authorized and sanctioned by applicable law or by the ... tary of the Interior; and (3) promptly after due notice in ... g to drill and produce such other wells as the Secretary of ... Interior may reasonably require in order that the leased ... ses may be properly and timely developed and produced in ... dance with good operating practice.

... Rentals and royalties.—(1) To pay rentals and royalties ... mounts or value of production removed or sold from the ... eased lands as follows:

... entals.—To pay the lessor in advance an annual rental at ... 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.

... inimum royalty.—Commencing with the lease year begin- ... on or after a discovery on the leased land, to pay the lessor ... u of rental, a minimum royalty of $1 per acre or fraction ... f at the expiration of each lease year, or the difference ... een the actual royalty paid during the year if less than $1 ... acre, and the prescribed minimum royalty of $1 per acre, ... ded that if this lease is unitized, the minimum royalty shall ... ayable only on the participating acreage and rental shall be ... ie on the nonparticipating acreage as provided in subpara- ... (b)(ii) above.

... yalty on production.—(1) To pay the lessor 12½ percent ... on the production removed or sold from the leased lands ... ated in accordance with the Oil and Gas Operating Regula- ... (30 CFR Pt. 221)

It is expressly agreed that the Secretary of the Interior establish reasonable minimum values for purposes of com- ... royalty on any or all oil, gas, natural gasoline, and other ... ts obtained from gas, due consideration being given to the ... t price paid for a part or for a majority of production of ... quality in the same field, to the price received by the lessee, ... sted prices, and to other relevant matters and, whenever ... priate, after notice and opportunity to be heard.

... When paid in value, such royalties on production shall be ... and payable monthly on the last day of the calendar month ... following the calendar month in which produced. When ... in amount of production, such royalty products shall be de- ... d in merchantable condition on the premises where produced ... ut cost to lessor, unless otherwise agreed to by the parties ... o, at such times and in such tanks provided by the lessee as ... ially may be required by the lessor, but in no case shall ... lessee be required to hold such royalty oil or other products ... orage beyond the last day of the calendar month next fol- ... the calendar month in which produced nor be responsible ... ld liable for the loss or destruction of royalty oil or other ... ts in storage from causes over which he has no control.

... Rentals or minimum royalties may be waived, suspended ... educed and royalties on the entire leasehold or any portion ... of segregated for royalty purposes may be reduced if the ... tary of the Interior finds that, for the purpose of encour- ... the greatest ultimate recovery of oil or gas and in the ... est of conservation of natural resources, it is necessary, in ... dgment, to do so in order to promote development, or ... the lease cannot be successfully operated under the terms ... herein.

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

... Contracts for disposal of products.—To file with the ... and Gas Supervisor of the Geological Survey not later than ... ys after the effective date thereof any contract, or evidence ... other arrangement, for the sale or disposal of oil, gas, natural ... line, and other products of the leased land; *Provided*, That ... ng in any such contract or other arrangement shall be con- ... ed as modifying any of the provisions of this lease, including, ... not limited to, provisions relating to gas waste, taking royalty ... and, and the method of computing royalties due as based on ... inimum valuation and in accordance with the Oil and Gas ... ating Regulations.

... Statements, plats and reports.—At such times and in ... form as the lessor may prescribe, to furnish detailed state- ... s showing the amounts and quality of all products removed ... sold from the lease, the proceeds therefrom, and the amounts ... for production purposes ... ment work and imp... ... with respect to ... the leased lands;

... and costs.

... ll 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 mineralogical 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) dest... ... or removing fossils, ... historic or prehistoric ruins ... ... of operations.

... and other excavations, remove or cover all refuse, 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 ... to the leased lands and improvements thereon which are owned by the United States. *Provided, That* when American antiquities or other objects of historic or scientific interest (including but not limited to fossils or prehistoric ruins, fossils or artifacts) are discovered in the performance of this lease the item(s) or conditions will be left intact and immediately brought to the attention of the ... ing officer or his authorized representative.

(r) *Operating regulations.*—Not to exceed reasonable rentals in excess of five percent except as otherwise authorized by the regulations.

(s) *Deliver premises on expiration of lease.* 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) *Moneys and fair procedure.* 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 office 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)(2)), shall be admitted to any share or part ... that may arise therefrom or to any benefit ... provisions of Sec. 3741 of

Form 3 [redacted]
(September [redacted]
(Formerly [redacted])

Kintzel Printing Co.
124 N. CENTER
CASPER, WYOMING

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

FOR[redacted]VED
OFFICE O[redacted]EMENT &
BUDGET NO. 42-R1509

Serial No.
Wyoming 34033

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

True Oil Company
Box 2360
Casper, Wyoming 82601

1.

LAND OFFICE USE ONLY
New Serial No.

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

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

Township 27 North, Range 111 West, 6th P.M.
Section 29: NE¼NE¼,
Containing 40.00 acres, more or less,
Sublette County, Wyoming

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

4. What part of the record title interest is being retained? None

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

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

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

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

Executed this 26 day of June, 1972

(Assignor's Signature)
Robert W. David

P. O. Box 1497
(Assignor's Address)
Cheyenne, Wyoming 82001

(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

CERTIFIED
to be a true and comparative copy
of the official records on file
MAR 5 1973
CHEYENNE LAND OFFICE
BUREAU OF LAND MANAGEMENT

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective: AUG 1 1972

By: [signature]
(Authorized Officer)

Chief, Oil & Gas Br.
(Title)

AUG 2 1972
(Date)

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

ORIGINAL

PART II

REQUEST FOR APPROVAL OF ASSIGNMENT

Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age *and* a citizen of the United States? [ ] Yes [ ] No

b. Is the assignee a corporation or other legal entity? [ ] Yes [ ] No *(If "yes," specify kind)*

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

2. Is the assignee the sole party in interest in this assignment? [ ] Yes [ ] No *(If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Specific Instructions, Part II, Item 2)*

3. Is the filing fee of $10 attached? [ ] Yes *(See General Instructions, Item 2)*

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same state; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

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

Executed this day of , 19

with acknowledgment added

CERTIFIED
to be a true and comparative copy
of the official records on file
MAR 30 1979
CASPER MAIL OFFICE
BUREAU OF LAND MANAGEMENT

(Assignee's Signature)

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

(Address, include zip code)

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

GENERAL INSTRUCTIONS

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

2. *Filing and number of copies* – File three (3) completed copies in the proper land office. Manually sign *each* copy. A $10 nonrefundable filing fee, required bond, and proof of qualifications of assignee to take and hold an oil and gas lease must accompany assignment. File assignment within ninety (90) days after date of final execution.

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

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

5. *Effect of assignment* – Upon approval of assignment, assignee becomes lessee of the Government as to the assigned interest and is responsible for compliance with all lease terms and conditions, including timely payment of rental and maintenance of bond, if required.

Approval of an assignment of part of the leased lands creates separate leases out of the assigned and the retained portion but there is no change in either the anniversary date or terms of such leases *except* as provided under the regulations 43 CFR 3107. Oil and gas leases are governed by the regulations 43 CFR 3100, of which Section 3106 relates to assignments of such leases or interests therein.

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

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

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

PART II

1. *Qualifications of assignee*

(a) Assignee must indicate whether or not he is over 21 years of age and a citizen of the United States.

(b) If assignee is an unincorporated association (including a partnership), assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as is required of an individual.

(c) If assignee is a corporation, it must submit a statement containing the following information: (1) State in which it was incorporated, (2) that it is authorized to hold oil and gas leases, (3) that officer executing assignment is authorized to act on behalf of the corporation in such matters, and (4) percentage of voting stock and percentage of all stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where evidence of the corporation's qualifications and stock ownership has previously been furnished, reference by serial number of record in which it was filed, together with a statement as to any amendments, is sufficient. As to qualifications of assignee there must be full compliance with the regulations, 43 CFR 2102.

2. *Statement of interests* – Assignee must indicate whether or not he is the sole party in interest in the assignment, if not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed not later than fifteen (15) days after filing assignment.

Kinzel Printing Co.
[illegible]
Casper, Wyoming

Form 3106-5

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 26th day of June, 19 72, personally appeared Robert W. David

and

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

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

My Commission Expires June 18, 1975

Notary Public.

[redacted] [redacted] [redacted]

RY DEIRRE? *(give percentage or share)* 100%

In the event that Assignee desires to relinquish the herein described lease as to all or any part of the acreage covered thereby, Assignee shall notify lessee by thirty (30) days prior to the next accruing rental date under said oil and gas lease of Assignee's desire to relinquish said oil and gas lease. Lessee shall then have the right for a period of fifteen (15) days after the receipt of such notification in which to request to Assignee that said oil and gas lease be re-assigned to lessee, and Assignee shall then execute an assignment of said oil and gas lease to lessee. Assignee herein assumes no liability whatsoever, either through error or negligence, or any other reason whatsoever, for failure to notify or reassign.

Executed this 26 day of June , 1972

(Assignor's Signature)
Robert W. David

P. O. Box 1497
(Assignor's Address)
Cheyenne, Wyoming 82001

173832

RECORDED April 23 1979 8:00 A.M.
IN BOOK 57 Misc. PAGE 282
FEES $8.00 Doris J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

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 of Woods 1979 Drilling Program

as Recorded in ~~Book No xxx~~ ..... ~~Page No xxxx~~ ..... *or as* Instrument No. 259527 at 2:44 pm on April 2, 1979

In testimony whereof I have hereunto set my hand and Official Seal this 2nd *day of* April, 19 79

John J. "Jack" Tobin
Clerk and Recorder

..... Deputy

My Term of Office Expires
January 3, 1983

CERTIFICATE OF LIMITED PARTNERSHIP

OF

WOODS 1979 DRILLING PROGRAM

FILED PURSUANT TO THE LAWS OF THE
STATE OF OKLAHOMA AND THE STATE OF TEXAS

General Partner:

WOODS PETROLEUM CORPORATION
500 National Foundation West Building
3555 Northwest 58th Street
Oklahoma City, Oklahoma 73112

172835

RECORDED April 23 IN 79 8:00 AM
IN BOOK 57 Oil & GAS PAGE 285
FEE $ 3.40 Lois Yake COUNTY CLERK
CAMPBELL COUNTY, GILLETTE, WYOMING
by Dorothy M Stone

TABLE OF CONTENTS

FORM OF
LIMITED PARTNERSHIP AGREEMENT
FOR
WOODS 1979 DRILLING PROGRAM
WOODS 1979-II DRILLING PROGRAM

		Page
1.	Definitions	A- 1
2.	Formation and Name	A- 5
3.	Business of the Partnership	A- 5
4.	Term of the Partnership	A- 5
5.	Location and Principal Place of Business	A- 5
6.	Powers and Responsibilities of General Partner	A- 6
7.	Limited Liability of Limited Partners	A- 8
8.	Capital Contributions of the General Partner	A- 9
9.	Capital Contributions of the Limited Partners	A- 9
10.	Independent Activities	A-12
11.	Allocations of Charges and Expenses	A-13
12.	Allocation of Revenues and Other Proceeds	A-20
13.	Allocation of Deductions and Elections; Gains and Losses	A-20
14.	Limited Partners' Right of Presentment	A-21
15.	Dissolution	A-23
16.	Winding Up and Liquidation of the Partnership	A-23
17.	Limitation on Assignability of Interest of the Limited Partners	A-23
18.	Additional Limited Partners	A-24
19.	Banking	A-24
20.	Books of Account and Records	A-25
21.	Power of Attorney	A-25
22.	Notices	A-26
23.	Joint Ventures and Partnerships	A-27
24.	Loans	A-27
25.	Removal and Replacement of the General Partner	A-27
26.	Representations of the Limited Partners	A-28
27.	Miscellaneous	A-29
28.	Blue-Sky Restrictions	A-32

EXHIBIT A

FORM OF
LIMITED PARTNERSHIP AGREEMENT
FOR
WOODS 1979 DRILLING PROGRAM
WOODS 1979-II DRILLING PROGRAM

THIS LIMITED PARTNERSHIP AGREEMENT is dated as of . . . . . , 1979, 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 1.13 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 Woods' 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 Partnership, 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 which is geographically defined on the basis of geological and geophysical data and reasonably anticipated by the General Partner to contain at least one Reservoir. The General Partner shall enlarge or may contract the Drilling Block (as provided in Section 28.7 hereof) on the basis of geological data to define the productive limit of the Reservoir, and the Drilling Block shall include the same proportionate interest in all of the General Partner's or affiliates' (not including other oil and gas ventures in which the revenue interest of the General Partner, as such, is equal to or less than its interest hereunder) Leases believed by Woods to overlie such Reservoir.

SECTION 1.6 – *Farmout*

An arrangement by which the owner of an interest in a Lease ("Farmor") assigns all or some portion of the Lease in exchange for the assignee's ("Farmee") commitment to participate in the drilling of a well on the lands covered by the Lease. The Farmor generally retains an overriding royalty or a portion of the working interest. A Partnership may act as Farmor or Farmee.

SECTION 1.7 – *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 a majority in interest 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 1.8 – *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 initial capital contribution.

SECTION 1.9 – *Initial Operations*

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

SECTION 1.10 – *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.

[redacted] [redacted] [redacted]

SECTION 1.11 – *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 1.11 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 1.12 – *Mandatory Assessments*

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

SECTION 1.13 – *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 1.14 – *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 1.15 – *Optional Additional Assessments*

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

SECTION 1.16 – *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 maintaining and operating Special Projects and the producing per-well charges provided in subsections 11.4(c)(ii) and (iii).

SECTION 1.17 – *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 1.18 – *Partnership*

The limited partnership formed by this Agreement.

SECTION 1.19 – *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 1.20 – *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 1.21 – *Proved Reserves*

Those quantities of crude oil, natural gas, and natural gas liquids which, upon analysis of geologic and engineering data, appear with reasonable certainty to be recoverable in the future from known oil and gas reservoirs under existing economic and operating conditions.

SECTION 1.22 – *Proved Developed Reserves*

Proved Reserves which are expected to be recovered through existing wells with existing equipment and operating methods.

SECTION 1.23 – *Proved Undeveloped Reserves*

Proved Reserves which are expected to be recovered from new wells on undrilled acreage, or from existing wells where a relatively major expenditure is required for recompletion.

SECTION 1.24 – *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 1.25 – *Reservoir*

A separate structural or stratigraphic trap containing an accumulation of oil or gas.

SECTION 1.26 – *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 1.27 – *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 1.28 – *Special Project Charges*

The cost to the Partnership of installation and acquisition 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 1.29 – *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 1979 . . . . . 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. 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 duties. 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, option 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 the 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 in one transaction or one series of related transactions without first obtaining approval of Limited Partners whose combined Sharing Ratios equal at least a majority in interest;

(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;

(p) To invest Aggregate Initial Capital (or such portion thereof as may be available) prior to the expenditure thereof for Initial Operations in bank certificates of deposit, short-term government securities or other short-term securities, including commercial paper, but the General Partner shall not be required to make any such investment.

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 (but subject to 9.3(b)), 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 commercially productive 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 for investors in prior Woods drilling programs, for whom the minimum is $5,000. Concurrently with the submission to the General Partner of the executed Limited Partner Signature Page, the Limited Partner shall pay the greater of $10,000 ($5,000 in the case of a $5,000 commitment) 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: the first such installment shall be due 30 days after the date of organization of the Partnership, and the remaining installment shall be due 60 days after the date of 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 10% of each Limited Partner's Initial Capital. Each Limited Partner shall, within 15 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 90% 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.

(d) Any amendment to this Agreement which increases the amount of Optional Additional Assessments permitted hereunder shall have the same effect upon all parties hereto as if such increased amount had been originally set forth herein.

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 reasonable attorneys' fees. This section shall not be applicable with respect to amounts recovered by the General Partner under the 300% subordination provision described in Section 9.3(a)(iii) or 9.3(e) hereof.

SECTION 9.5 — *Return of Unspent or Uncommitted Initial Capital*

All Initial Capital not expended or committed to be expended for Partnership operations within one year of the time at which the last installment of Initial Capital has been received, except for necessary operating capital, will be distributed pro rata to the Limited Partners as a return of capital without deduction for selling and offering expenses.

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 or the provisions of Section 28 hereof, or to permit activities in contravention of the activities described in the Registration Statement on Form S-1, Registration No. 2-62559, declared effective by the Securities and Exchange Commission on January 4, 1979.

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 consistent with generally accepted accounting principles. 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; amounts paid to outside parties for accounting services; an allocable part of overhead and other indirect costs; all other costs and expenditures whether similar or dissimilar, related to the performance of accounting services; and 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.

(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 Expenses.* 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 above are applicable to all wells, except wells located within the State of Louisiana south of a line paralleling U.S. Highway 90 or offshore the Gulf Coast. As to wells so located 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% to wells accessible only over water, and 300% of the above respective drilling and producing well rates shall apply to all wells located offshore 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. All income, if any, derived from the investment of a portion of Aggregate Initial Capital in short-term securities pursuant to Section 6.1(p) shall be credited 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. Limited Partners' Right of Presentment

SECTION 14.1 – A Limited Partner may, subject to the provisions of Section 17 and 27.19 of this Agreement, present his Partnership Interest to the General Partner during the period hereinafter specified in the year 1982 (the "Repurchase Period") for repurchase at 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 and shall only be obligated to purchase a number of Partnership Interests the aggregate Repurchase Price for which equals Aggregate Initial Capital. Such obligation terminates at the conclusion of the Repurchase Period, on May 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 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 year 1981 by a firm of independent petroleum engineers (the "Engineers") retained by the General Partner and not disapproved by 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 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) Fifty percent of the discounted future net revenues established under (a) above shall be the share applicable to the Limited Partners' interests.

(c) The General Partner shall then add the portion of the Partnership's 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 as being allocable to all Limited Partners.

(d) The General Partner shall then add fifty percent of the fair market value (determined by independent appraisal) of all other Partnership assets for which the Limited Partners have been charged a portion of the purchase price.

(e) The General Partner shall then deduct from such sum, 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's books as being allocable to the Limited Partners. The remainder shall be the amount allocated to all Limited Partners.

(f) The Repurchase Price for each Limited Partner shall be determined by multiplying the amount allocated to all Limited Partners by his Partnership Interest.

(g) 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 adjusted by an amount sufficient to reimburse the General Partner for all unrecovered sums to which it is entitled pursuant to Section 9.3(a), 9.3(c), or otherwise under this Agreement.

(h) The Repurchase Price for each Limited Partner shall be adjusted by an amount sufficient to reimburse the General Partner and the Partnership for all debts or liabilities of the Limited Partner to the General Partner or the Partnership and for all post year end transactions.

SECTION 14.3 – The General Partner will cause the Repurchase Price for the Partnership Interests to be determined as of December 31, 1981. Not later than April 15, 1982, the General Partner will mail a notice to each Limited Partner specifying the Repurchase Price of his Partnership Interest as of December 31, 1981, and describing the method by which the Limited Partner may present his Partnership Interest for repurchase. Each Limited Partner may elect to require the General Partner or its designee to purchase his Partnership Interest in cash for the Repurchase Price computed in accordance with Section 14.2 within 30 days after the aforesaid notice. If the Limited Partner elects to present his Partnership Interest, the General Partner will, within 30 days after the end of said 30 day period, purchase the Partnership Interest being presented for 100% of said Repurchase Price, less any cash distributions to such Limited Partners since 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. 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 period from the date on which notice of the Repurchase Price is mailed (which shall not be later than April 15, 1982) until May 15, 1982.

SECTION 14.4 – The Repurchase Price shall be paid in cash within thirty (30) 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, but shall not exercise any voting rights with respect to such Partnership Interests until the Repurchase Price therefor has been paid.

SECTION 14.5 – If the aggregate price of Partnership Interests tendered for sale pursuant to this Section 14 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. Except upon the occurrence of a Final Terminating Event, the parties and their successors shall continue the operations of the Partnership as a continuing limited partnership subject to all of the provisions hereof.

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 that the General Partner has elected to sell all or a portion of such assets and public notice of any proposed sale has been given at least ten (10) days in advance so that others may participate in such sale. The determination of whether an asset shall be sold or distributed in kind shall be made exclusively by the General Partner. Assets of the Partnership not sold may be distributed by the General Partner in kind on any reasonable basis selected by it. Each person receiving a liquidating distribution of leases in kind shall enter into an operating agreement covering each of the leases forming a Drilling Block, which such operating agreement shall be in a form customarily employed in the locale in which the leases are located and shall provide for (i) non-consent provisions customarily employed in such locale; (ii) a casing point election; (iii) customary operator's fees; (iv) maintenance of the parties' respective obligations contained herein with regard to the sharing of costs and revenues; and (v) selection of the operator by majority in interest of the working interest owners. The winding up of the Partnership affairs and the liquidation and distribution of its assets shall be conducted exclusively by the General Partner, which 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.

Limited Partners electing not to receive a distribution of a Partnership lease in kind, which election must be made within thirty (30) days of notice from the General Partner, shall receive their proportionate interest in such lease in cash, as valued pursuant to Section 14.

17. Limitation on Assignability of Interest 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) The Partnership Interest assigned or retained may not be less than $5,000 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 to whom the General Partner shall account;

(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; and

(g) During such period as the Internal Revenue Service takes the position that unrestricted transfers may result in the corporate characteristic of free transferability, transfers may be made only if (i) the General Partner and Limited Partners whose combined Sharing Ratios equal not less than a majority in interest consent thereto by not objecting in writing within 15 days after a request for such consent is mailed, or (ii) the transferor or transferee provides the Partnership with an opinion of counsel, from counsel and in form and substance satisfactory to Woods, indicating that such transfer will not result in the Partnership having the corporate characteristic of free transferability.

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 and Limited Partners whose combined Sharing Ratios equal not less than a majority in interest consent thereto in the manner provided in Section 17.1(g). 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 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 met.

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 $25,000,000.

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. The funds of the Partnership shall not be commingled with the funds of the General Partner, its affiliates or any other person or entities.

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 consistent with generally accepted accounting principles 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. Semi-annual reports will be furnished within 75 days of the end of the first six months of each fiscal year. So long as drilling operations are in progress, the General Partner will distribute at least quarterly, not later than 60 days following the end of the applicable period, to each Limited Partner a report summarizing the drilling operations of the Partnership for such period, and annually to each Limited Partner an estimate of the Partnership's oil and gas reserves. 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 additional assessments required to be given by the General Partner pursuant to the provisions of Section 9, 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, 3535 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 (as limited by Section 28.4 hereof), 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 (i) 1% above the prime commercial rate of Continental Illinois National Bank and Trust Company of Chicago, (ii) the rate charged to Woods by the lender from whom Woods obtains such funds, (iii) the maximum contract rate permitted by law, or (iv) the rate the Partnership could obtain from an unrelated bank. 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 a majority in interest, 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 its Distribution Interest, or elect to retain its interest in the Partnership as a limited partner and not a general partner. In the latter event, as a limited partner, the General Partner shall continue to share in revenues and costs in the same manner provided in Section 11 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, but no amendment thereafter adopted shall alter the division of costs and revenues between the General Partner and the other Limited Partners. 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 and the Partnership shall enter into one or more operating agreements each of which shall be in a form customarily employed in the locale in which the properties covered thereby are located, and 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 their respective interests 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 a majority in interest 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 a majority in interest 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, or (iii) to effect an amendment which has been duly adopted by the requisite number of Limited Partners 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 at least a majority in interest, 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 affect 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.

Notwithstanding the foregoing, the General Partner shall not be indemnified for attorneys' fees incurred in connection with any threatened, pending or completed lawsuit by or in the right of the Partnership if the General Partner shall have been adjudged to be liable for negligence, misconduct or breach of fiduciary obligation in the performance of its duties, except to the extent indemnification is permitted by the court in which the lawsuit was brought.

Indemnification of the General Partner shall not extend to claims asserted by a Limited Partner to the effect that the General Partner violated federal or state securities laws in the offering of Partnership Interests, unless the claimant fails to prevail on the merits.

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 rights 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 a majority in interest shall have the power, upon sixty days written notice, to terminate, without penalty, any contract for oil well services, drilling contracts or other service contracts between the Partnership and the General Partner or affiliates.

28. **Blue-Sky Restrictions**

SECTION 28.1 – The General Partner or affiliates (not including other oil and gas ventures in which the revenue interest of the General Partner, as such, is equal to or less than its interest hereunder) shall not be permitted to purchase producing properties from the Partnership.

SECTION 28.2 – The Partnership shall not purchase properties from nor sell properties to any program in which the General Partner or an affiliate (not including other oil and gas ventures in which the revenue interest of the General Partner, as such, is equal to or less than its interest hereunder) has an interest except pursuant to farmouts or joint ventures in which the respective obligations and revenue sharing between the general partner and limited partners in each partnership are substantially the same.

SECTION 28.3 – Partnership leases will be farmed out only in any of the following instances: (i) where the Partnership lacks sufficient funds to drill on the leases and the Partnership (independent of the General Partner) cannot obtain suitable alternative financing for such drilling; (ii) the Drilling Block encompassing such leases have been downgraded by events occurring after assignment to the Partnership (such as the drilling of a non-productive well) to the point that drilling would no longer be desirable by the Partnership; (iii) drilling on the leases would result in an excessive concentration of Partnership funds in one location creating, in the opinion of the General Partner, undue risks to the Partnership, or (iv) the Initial Operations of the Partnership have been substantially completed and, with due regard to the risk involved in drilling a well on the Drilling Block, sufficient Initial Capital is not available to drill on such leases.

The Partnership will acquire only those leases which are reasonably required for its anticipated drilling operations and no leases will be acquired for the purpose of subsequent sale or farmout. Woods will not farmout a lease for the primary purpose of avoiding payment of costs by the General Partner for the drilling of the lease.

SECTION 28.4 – If the General Partner transfers an interest in a lease to the Partnership, it shall also transfer to the Partnership the same proportionate interest in all leases of the General Partner or

affiliates (not including other oil and gas ventures in which the revenue interest of the General Partner, as such, is equal to or less than its interest hereunder) which the General Partner believes overlies the reservoir which is the objective for a well to be drilled on such lease. Neither the General Partner nor affiliates (not including other oil and gas ventures in which the revenue interest of the General Partner, as such, is equal to or less than its interest hereunder) will retain an interest in any leases transferred to the Partnership (including overrides or royalties) to form a Drilling Block except in the form of a working interest which shall bear its proportionate share of drilling and operating costs.

SECTION 28.5 – If within five years from formation of the Partnership, the General Partner or its affiliates (not including other oil and gas ventures in which the revenue interest of the General Partner, as such, is equal to or less than its interest hereunder) propose to acquire an interest for their own account in a Drilling Block in which the Partnership possesses an interest or which has been abandoned by the Partnership within one year preceding such proposed acquisition, the General Partner shall offer such interest to the Partnership, and if the Partnership is financially unable to acquire such acreage, the General Partner or its affiliates shall not acquire such acreage. Leases acquired by Woods or an affiliate for transfer to a drilling program organized or to be organized by Woods or such affiliate shall not be deemed an acquisition for Woods' or such affiliate's own account.

SECTION 28.6 – In case of the purchase or lease of a non-producing property from the Partnership by the General Partner or an affiliate, (not including other oil and gas ventures in which the revenue interest of the General Partner, as such, is equal to or less than its interest hereunder) during the existence of the Partnership, the purchase shall be made at a price which is the higher of the fair market value or the cost of such property.

SECTION 28.7 – During the life of the Partnership, neither the General Partner nor affiliates (not including other oil and gas ventures in which the revenue interest of the General Partner, as such, is equal to or less than its interest hereunder) will acquire, retain or drill for their own account upon any Drilling Block upon which the Partnership possesses an interest except pursuant to an owned proportionate working interest. In the event the Partnership abandons its interest in the Drilling Block, this restriction shall continue until one year following the abandonment. If the bounds of the Drilling Block are enlarged, the General Partner shall contribute any additional acreage it possesses within such Drilling Block to the Partnership or another partnership in which the interest of Woods as general partner is substantially the same as its interest as such herein; *provided* that the Partnership has Initial Capital available for drilling operations thereon or the General Partner deems it prudent to call for Optional Additional Assessments thereon. If one or more such programs possess leases in such Drilling Block, the General Partner may apportion interests in newly acquired leases in a manner it deems equitable to all.

SECTION 28.8 – The General Partner shall not enter into any farmout arrangements pursuant to which it farms out only Capital Costs, which it would otherwise be required to bear, except pursuant to farmouts to other Woods programs under which the sharing of costs and revenues are substantially equivalent to the format of the Partnership.

References to the interest of the General Partner in this Section 28 shall not include any purchase of Units by the General Partner.

All references in this Agreement to "affiliate" indicate (1) any person controlled by or under common control with another person, (2) a person owning or controlling 10% or more of the outstanding voting securities of such other person, (3) any officer or director of such other person, and (4) if such other person is an officer or director, any company for which such person acts as officer or director.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal as of the day and year first above written.

WOODS (General Partner):

WOODS PETROLEUM CORPORATION

By _____
President

(SEAL)

Initial Capital: $ _____

ATTEST:

_____
Secretary

Affiliated Party
(Additional General Partner)

Address:

_____ _____

_____ _____

Initial Capital: $ _____

Affiliated Party
(Additional General Partner)

Address:

_____ _____

_____ _____

Initial Capital: $ _____

IN WITNESS WHEREOF, the parties hereunto set their hands and seal as of the day and year first above written.

WOODS (General Partner):

WOODS PETROLEUM CORPORATION

By _____
President

(SEAL)

Initial Capital: $ 890,000.00

ATTEST:

_____
Secretary

Affiliated Party
(Additional General Partner)

Alta M. Woods Revocable Trust
D/A/D November 26, 1971

_____

Address:

7428 North Country Club Drive

Oklahoma City, Oklahoma 73112

Initial Capital: $ 150,000.00

Affiliated Party
(Additional General Partner)

W. B. Voss Revocable Trust 1971

_____
Donna K. Huey, Trustee

Address:

P. O. Box 94910

Oklahoma City, Oklahoma 73109

Initial Capital: $ 100,000.00

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

The undersigned Notary Public in and for said State and County, does hereby certify that on the 20th day of March, 1979, personally appeared before me, Verilea E. Williams and Jane Whitfield, the witnesses whose names are set forth below, and 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 1979 Drilling Program, pursuant to the provisions of the laws of the State of Oklahoma and Article 6132(A) of the Texas Partnership Act, 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 20th day of March, 1979.

Notary Public

My Commission Expires:

7-11-79

WITNESSES:

Rt. 1, Box 45, Okarche, Okla. 73762

5729 N.W. 86th, Okla. City, Okla. 73132

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

The undersigned Notary Public in and for said State and County, does hereby certify that on the 15th day of March, 1979, personally appeared before me, Verilea E. Williams and Jane Whitfield, the witnesses whose names are set forth below, and ALTA M. WOODS, Trustee of the Alta M. Woods Revocable Trust 1971, who being by me first duly sworn, declared and acknowledged on oath that she is Trustee of the Alta M. Woods Revocable Trust 1971, that she signed on behalf of the Alta M. Woods Revocable Trust 1971, the foregoing Articles of Limited Partnership of the Woods 1979 Drilling Program, pursuant to the provisions of the laws of the State of Oklahoma and Article 6132(A) of the Texas Partnership Act, 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 15th day of March, 1979.

Notary Public

My Commission Expires:

7-11-79

WITNESSES:

Rt. 1, Box 45, Okarche, Okla. 73762

5729 N.W. 86th, Okla. City, Okla. 73132

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

The undersigned Notary Public in and for said State and County, does hereby certify that on the 19th day of March, 1979, personally appeared before me, Verilea E. Williams and Jane Whitfield, the witnesses whose names are set forth below, and DONNA K. HUEY, Trustee of the W. B. Voss Revocable Trust 1971, who being by me first duly sworn, declared and acknowledged on oath that she is Trustee of the W. B. Voss Revocable Trust 1971, that she signed on behalf of the W. B. Voss Revocable Trust 1971, the foregoing Articles of Limited Partnership of the Woods 1979 Drilling Program, pursuant to the provisions of the laws of the State of Oklahoma and Article 6132(A) of the Texas Partnership Act, 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 19th day of March, 1979.

Notary Public

My Commission Expires:

7-11-79

WITNESSES:

Rt. 1, Box 45, Okarche, Okla. 73762

5729 N.W. 86th, Okla. City, Okla. 73132

WOODS 1979 DRILLING PROGRAM

LIMITED PARTNERS

Name & Address / Initial Capial Contribution:

STUART R. ABELSON*
Stuart R. Abelson ($10,000)
626 W. Arlington St.
Chicago, IL 60614

D.F. ACHARTZ, JR.*
D.F. Achartz, Jr. ($10,000)
6727 Clover Ct.
Carlsbad, CA 92008

ANN BOWDEN ADAMS*
Ann Bowden Adams ($10,000)
5540 N.E. 33rd Ave.
Ft. Lauderdale, FL 33308

J. STERLING ADAMS and FLOYE G. ADAMS*
J. Sterling Adams and Floye G. Adams ($5,000)
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Honolulu, HI 96815

KIRSTEN P. ADAMS*
Kirsten P. Adams ($10,000)
1444 Westover Rd.
Topeka, KS 66604

JEROME ADLER*
Jerome Adler ($10,000)
2816 N.E. 35 Court
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Alan B. Aldrich and Lora J. Aldrich JTWORS ($10,000)
746 Winthrop Rd.
San Marino, CA 91108

ROBERT J. ALESBURY, JR. and NANCY H. ALESBURY*
Robert J. Alesbury, Jr. and Nancy H. Alesbury JTWROS ($10,000)
800 West End Ave., 9-A
New York, NY 10025

GEORGE ALLEN, III*
George Allen, III ($5,000)
4301 Bromely Lane
Richmond, VA 23221

GEORGE E. ALLEN, JR*
George E. Allen, Jr. ($50,000)
4610 Sulgrave Road
Richmond, VA 23221

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Joseph J. Allen, M.D. ($5,000)
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Anthony Vito Alo and Diane L. Alo JTWORS ($10,000)
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MARY ANN ALTMAN*
Mary Ann Altman ($5,000)
513 North Wynnewood Avenue
Narberth, PA 19072

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Merle E. Amundson ($10,000)
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Niagara Falls, NY 14304

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A. Leon Anderson ($10,000)
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Howard O. Anderson and Nancy E. Anderson JTWORS ($10,000)
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Redmond, WA 98052

STEWART B. ANDERSON and VIRGINIA H. ANDERSON*
Stewart B. Anderson and Virginia H. Anderson JTWORS ($10,000)
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Corona Del Mar, CA 92625

MATTHEW CARL ANDREA*
Matthew Carl Andrea ($10,000)
1700 Pontiac SE
Grand Rapids, MI 49506

W.S. ANDREWS*
W.S. Andrews ($10,000)
543 W. Howard
Visalia, CA 93277

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Edward F. Anixter ($10,000)
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Chicago, IL 60610

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Jordan Ansbacher ($5,000)
2359 Segovia Ave.
Jacksonville, FL 32217

SOL W. ANTOVILLE and SYLVIA H. ANTOVILLE*
Sol W. Antoville and Sylvia H. Antoville, Trustees for Sol Antoville and Sylvia H. Antoville Family Trust UDT DTD 2/20/78 ($10,000)
3483 A Bahia Blanca W.
Laguna Hills, CA 92653

ANNE SHEFFIELD ANWYL*
Anne Sheffield Anwyl ($10,000)
3222 Scott Place NW
Washington, DC 20007

FRANK W. APPLETON, JR.*
Frank W. Appleton ($10,000)
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Chester, CT 06412

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Donald E. Ardis ($10,000)
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DAVID L. AREY*
David L. Arey ($5,000)
5463 S.E. Miles Grant RD., Apt B-216
Stuart, FL 33494

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Norma L. Armbrust ($10,000)
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Jack L. Ashby ($10,000)
47428 Rabat Drive
Palm Desert, CA 92260

FREDERICK F. AVERY*
Frederick F. Avery ($10,000)
4407 Melissa
Dallas, TX 75229

L. BURT AVERY*
L. Burt Avery COM/PROP ($50,000)
130 E. Dana
Mt. View, CA 94040

ARNOLD J. AZCUY, M.D.*
Arnold J. Azcuy, M.D. ($10,000)
3999 University Blvd., South
Suite 901
Jacksonville, FL 32216

B & O INVESTMENTS, A GENERAL PARTNERSHIP ($10,000)
By J.L. BURKHART*,
J.L. Burkhart
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John L. Bachman ($5,000)
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Rochester, NY 14612

KATHRYN JEAN BACHMAN*
Kathryn Jean Bachman ($5,000)
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Rochester, NY 14612

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Marvin G. Baker ($20,000)
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William R. Bales, Jr. and Bennie L. Bales JTWORS ($10,000)
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Alamo, CA 94507

PAUL BALSARA and ZARINE P. BALSARA*
Paul Balsara and Zarine P. Balsara COM/PROP ($10,000)
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Danville, CA 94526

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Robert R. Bannister and Linda B. Bannister JTWROS ($5,000)
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Ronald L. Barclay ($5,000)
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Bellevue, WA 98004

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Donald G. Bargiacchi and Barbara Bargiacchi JTWROS ($10,000)
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Santa Cruz, CA 95060

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Edwin C. Barr ($50,000)
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Bedford, NY 10506

ROGERS L. BARTLEY*
Rogers L. Bartley ($10,000)
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Newberry, FL 32669

SLOAN Y. BASHINSKY, SR.*
Sloan Y. Bashinsky, Sr. ($100,000)
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Birmingham, AL 35223

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William W. Bassett ($10,000)
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Kokomo, IN 46901

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Dale R. Bauer ($10,000)
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Lionel Bauman ($20,000)
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MAX BAUMEISTER, JR. and NANCY M. BAUMEISTER*
Max Baumeister, Jr. and Nancy M. Baumeister COM/PROP ($10,000)
2903 N. Camino de Oeste
Tucson, AZ 85705

BAY DRUGS OF TAMPA, INC. ($25,000)
By EVELYN D. RYAN*
Evelyn D. Ryan, Vice President
P. O. Box 970
Sarasota, FL

THEA BECKER*
Thea Becker ($10,000)
4420 Exeter Drive
Longboat Key, FL 33548

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Alan Beerbower and Clarissa H. Beerbower JTWROS ($5,000)
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SHERRY BELLINO*
Sherry Bellino ($5,000)
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Ronald J. Bencs ($10,000)
21200 NE 25 Court
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CARROLL O. BENNETT*
Carroll O. Bennett ($10,000)
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Gordon Bent ($20,000)
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MARION BENT*
Marion Bent ($10,000)
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3

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Richard B. Bermont ($10,000)
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Lazare F. Bernhard ($50,000)
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Frank L. Bevacqua ($10,000)
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Harold M. Bier ($10,000)
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THOMAS A. BLAKELY or MAXINE C. BLAKELY*
Thomas A. Blakely and Maxine C. Blakely Trustees for the Blakely Family Trust U/A dtd. 2/26/78 ($10,000)
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Sanford D. Blattner ($10,000)
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131 East 69th St.
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Lyme, CT 06371

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Albert C. Blunt ($10,000)
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Thomas H. Boehm ($10,000)
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Lewis H. Bosher, Jr. ($10,000)
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William C. Bowden ($10,000)
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John J. Brinkel ($10,000)
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By MICHAEL W. BOBT*
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Melven B. Burton, Jr. ($5,000)
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C & H RANCH, A PARTNERSHIP
($10,000)
By ROBERT E. HARTMAN*
Robert E. Hartman
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Salvatore Caggiano ($10,000)
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W. Kent Carter, Jr. ($5,000)
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Walter Cerf ($10,000)
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Darien, CT 06820

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Arlene Channing ($10,000)
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Walter L. Cherry, Trustee for the Walter L. Cherry Trust DTD 1/18/78 ($30,000)
848 Tower Road
Winnetka, IL 60093

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Charles J. Chiappetta and Katherine H. Chiappetta JTWROS ($30,000)
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Peter Chiarulli and Mary L. Chiarulli JTWROS ($15,000)
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Joy R. Christian ($5,000)
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Keith Chun ($10,000)
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Raymond C. Claeys and Rose M. Claeys JTWROS ($10,000)
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Edward Clark ($10,000)
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Beverley B. Clary ($10,000)
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Paul Clements ($5,000)
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Luther W. Coggin, Jr. ($10,000)
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W.L. Coggshall COM/PROP ($10,000)
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Stanley V. Cole ($10,000)
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Richard L. Conner ($10,000)
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Fern V. Cooper ($10,000)
226 Orchid
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Thomas D. Corbett and Julia A. Corbett, Co-Trustees FBO Corbett 1977 U/A 1/30/78 ($10,000)
2959 Bedford Drive
Merced, CA 95340

CHARLES E. and NANCY G. CORD*
Charles E. and Nancy G. Cord COM/PROP ($10,000)
136 El Caminc
Beverly Hills, CA 90212

CORYDON AUTO-FOLD CORP. ($50,000)
ByCORYDON M. JOHNSON*
Corydon M. Johnson, President
2099 New Highway
Farmingdale, NY 11735

WILLIAM T. COTTLE*
William T. Cottle ($10,000)
111 Mayflower Hill
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DOYLE W. COTTON, JR.*
Doyle W. Cotton, Jr. ($70,000)
Suite 4660, One Williams Center
Tulsa, OK 74103

DOYLE W. COTTON, JR.*
Doyle W. Cotton, Jr., Co-Trustee of a Testamentary Trust for Jeff Welch, Created U/W Elizabeth C. Welch, Deceased ($70,000)
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COLIN C. HOBBS and BARBARA J. HOBBS*
Colin C. Hobbs and Barbara J.
Hobbs JTWROS ($10,000)
1220 Woodland Court
Hampstead, MD 21074

HAROLD M. HOFFMAN and LOTTIE R. HOFFMAN*
Harold M. Hoffman and Lottie R.
Hoffman JTWROS ($10,000)
3250 Palm Aire Dr., Apt. 210
Pompano Beach, FL 33060

QUENTIN J. HOFFMAN, JR.*
Quentin J. Hoffman, Jr. ($10,000)
One Main Street
Youngstown, NY 14174

RICHARD L. HOFMANN and BEULAH M. HOFMANN*
Richard L. Hofmann and Beulah M. Hofmann JTWROS ($10,000)
6140 L Street
Lincoln, NE 68510

ALICE I. HOHENBERG*
Alice I. Hohenberg ($25,000)
617 New Jersey Avenue
Norfolk, VA 23508

HARRY W. HOLLAND*
Harry W. Holland ($10,000)
121 Stonehaven Dr.
Greenville, SC 29607

SAMUEL S. HOLLANDER*
Samuel S. Hollander ($5,000)
1120 Crandon Blvd.
Key Biscayne, FL 33149

JOHN H. HOLLIDAY and PHYLLIS B. HOLLIDAY*
John H. Holliday and Phyllis B. Holliday JTWROS ($10,000)
1095 W. 91st St.
Indianapolis, IN 46260

RICHARD F. HOLM*
Richard F. Holm ($15,000)
P.O. Box 1553
Santa Rosa, CA 95402

MICHAEL HOMA*
Michael Homa ($15,000)
7483 Covent Wood Court
Annandale, VA 22003

JACK C. HOOVER, MD.*
Jack C. Hoover, MD. ($5,000)
1112 Driftwood
Pascagoula, MS 39567

ROBERT P. HOWARD and SANDRA HOWARD*
Robert P. Howard and Sandra Howard JTWROS ($15,000)
5 Soho Circle
Belmont, CA 94002

LOREN J. HUDSPETH and MARY L. HUDSPETH*
Loren J. Hudspeth and Mary L. Hudspeth JTWROS ($10,000)
1030 Timothy Road
Athens, GA 30666

RAY HUNT*
Ray Hunt ($10,000)
4650 East Sparkling Lane
Paradise Valley, AZ 85253

ROBERT L. HUNT*
Robert L. Hunt ($50,000)
3068 Kendrick Street
Golden, CO 80401

FRANKLIN D. HURD*
Franklin D. Hurd ($20,000)
3 Rue Biarritz
Newport Beach, CA 92660

HARRY H. HURD*
Harry H. Hurd ($15,000)
Box 12012
Oklahoma City, OK 73157

SANFORD HUSTON*
Sanford Huston ($20,000)
3745 Oaks Clubhouse Dr.
Pompano Beach, FL 33060

CHARLES M. HUTTIG, JR.*
Charles M. Huttig, Jr. ($10,000)
258 Pendleton Ave.
Palm Beach, FL 33480

KAISSAR IBRAHIM, M.D.*
Kaissar Ibrahim, M.D. ($10,000)
Nbr. 5 Lakeview Place
Smithfield, NC 27577

WALTER E. IMES and JACQUELENE L. IMES*
Walter E. Imes and Jacquelene L. Imes JTWROS ($10,000)
121 Palm Dr.
Barrington, IL 60010

GEORGE S. ISHAM*
George S. Isham ($10,000)
500 S Ridge Rd.
Lake Forest, IL 60045

HUGH G. ISLEY, JR.*
Hugh G. Isley, Jr. ($10,000)
797 Middle River Drive
Ft. Lauderdale, FL

MARGARET A. ITSCHNER and RAYMOND L. ITSCHNER*
Margaret A. Itschner and Raymond L. Itschner JTWROS ($5,000)
Route 1, Box 103, Unit 33
Crystal River, FL 32629

ARTHUR A. IWATA*
Arthur A. Iwata ($10,000)
947 Galvin Drive
El Cerrito, CA 94530

JIM JACOBS*
Jim Jacobs ($105,000)
1414 Hinman
Evanston, IL 60201

E.A. JAENKE*
E.A. Jaenke ($10,000)
6709 Wemberly Way
McLean, VA 22101

JOHN T. JANSSEN*
John T. Janssen ($10,000)
1910 Yale Ave.
Bayshore Gardens
Bradenton, FL 33507

GLORIA S. JOHNSON*
Gloria S. Johnson ($5,000)
22 Pequot Trail
Westport, CT 06880

EVERETT M. JOHNSTON and VIRGINIA JOHNSTON*
Everett M. Johnston and Virginia Johnston COM/PROP ($10,000)
Wake Forest #8, The Springs
39039 Bob Hope Drive
Rancho Mirage, CA 92270

RICHARD E. JOHNSTON and/or SHERRIS A. JOHNSTON*
Richard E. Johnston and/or Sherris A. Johnston JTWROS ($10,000)
3233 Brush Creek Road
Oklahoma City, OK 73120

RICHARD JOHNSTONE and ELEANOR JANE JOHNSTONE*
Richard Johnstone and Eleanor Jane Johnstone JTWROS ($10,000)
401 N. Shasta
Anaheim, CA 92807

JON B. JOLLY*
Jon B. Jolly ($10,000)
5416 California Ave. SW
Seattle. WA 98136

R. GERALD JONES*
R. Gerald Jones ($5,000)
31889 Circle Drive
South Laguna, CA

GLEN E. JONES and STELLI L. JONES*
Glen E. Jones and Stelli L. Jones JTWROS ($10,000)
13003 North Surrey Circle
Phoenix, AZ 85029

ROBERT C. JORDAN*
Robert C. Jordan ($5,000)
145 Sandy Hook Road
Sarasota, FL 33581

JURA FARMS, A PARTNERSHIP
($10,000)
By ROY JURA*
Roy Jura
5545 W. Dakota
Fresno, CA 93711

ROGER R. JURY and IRMA K. JURY*
Roger R. Jury and Irma K. Jury JTWROS ($10,000)
110 Chestnut Hill Lane
Stamford, CT 06903

KANSAS NATURAL GAS, INC. ($150,000)
By ROSS BEACH*
Ross Beach, President
Attention: Mr. Ross Beach
Box 818
Hays, KS 67601

STANLEY H. KAPLAN*
Stanley H. Kaplan ($30,000)
860 United Nations Plaza
New York, NY 10017

SUSAN BETH KAPLAN*
Susan Beth Kaplan ($10,000)
33 Pond Ave.
Brookline MA 02146

KARAFIN & RUBIN, A PARTNERSHIP
($10,000)
A. BRUCE RUBIN
By ARTHUR S. KARAFIN*
2183 North Stone Ridge Lane
Villanova, PA 19085

JOHN A. KARSTEN*
John A. Karsten ($5,000)
1505 Chelsea Road
San Marino, CA 91108

WM. M. KEANE and MARY JOY KEANE*
Wm. M. Keane and Mary Joy Keane JTWROS ($10,000)
41 Elizabeth Ct.
New Providence, NJ 07974

SAMUEL A. KEESAL, JR.*
Samuel A. Keesal ($10,000)
No. 4 Portuguese Bend Road
Rolling Hills, CA 90274

HARRY R. KEISER and LINDA H. KEISER*
Harry R. Keiser and Linda H. Keiser JTWROS ($10,000)
6132 Lux Lane
Rockville, MD 20852

MICHAEL L. KEISER and ROSALIND C. KEISER*
Michael L. Keiser and Rosalind C. Keiser JTWROS ($10,000)
305 W. Fullerton Pkwy.
Chicago, IL 60614

RICHARD KELLER*
Richard Keller ($10,000)
23005 - 108th W.
Edmonds, WA 98020

CAMILLA H. KELLEY*
Camilla H. Kelley ($10,000)
636 Steamboat Rd.
Greenwich, CT 06830

DAVID G. KELLY*
David G. Kelly ($10,000)
10710 N.E. 190th
Bothell, WA 98011

WILLIAM R. KENNEDY*
William R. Kennedy ($5,000)
1572 Harbor Drive
Sarasota, FL 33579

ARTHUR S. KERN*
Arthur S. Kern ($10,000)
15 Winthrop Rd.
Short Hills, NJ 07078

LESTER KERPER*
Lester Kerper ($10,000)
675 Hardscrabble Road
Chappaqua, NY 10514

JOHN S. KERR and/or SUZANNE V. KERR*
John S. Kerr and/or Suzanne V. Kerr JTWROS ($10,000)
1725 Canary Drive
Edmond, OK 73034

WALTER S. KERR*
Walter S. Kerr ($10,000)
275 Charles St.
Boston, MA 02114

REZA KHATIB*
Reza Khatib ($10,000)
86-74 Palermo St.
Holliswood, NY 11423

JAMES A. KIDSTON*
James A. Kidston ($50,000)
300 E. Eighth St.
Hinsdale, IL 60521

THEODORE W. KILAR*
Theodore W. Kilar ($10,000)
32628 Bingham Lane
Birmingham, MI 48010

ROBERT K. KING*
Robert K. King ($40,000)
14166 Nelson Ave.
City of Industry, CA 91744

ROLLAND L. KING*
Rolland L. King ($5,000)
5700 Bee Ridge Road
Sarasota, FL 33580

ENRIQUE J. KLEIN and JUDITH A. KLEIN*
Enrique J. Klein and Judith A. Klein JTWROS ($10,000)
1686 Christina Drive
Los Altos, CA 94022

WILFRED J. KLUG*
Wilfred J. Klug ($10,000)
908 South Marshall
Caledonia, MN 55921

DALTON L. KNAUSS*
Dalton L. Knauss ($10,000)
6020 East Cholla Lane
Scottsdale, AZ 85253

ARTHUR R. KNEIBLER*
Arthur R. Kneibler, Trustee for the Eleanor N. Kneibler Trust DTD 6/18/63 ($50,000)
142 S. Stone Gate Road
Lake Forest, IL 60045

AUGUSTUS KNIGHT, JR.*
Augustus Knight ($10,000)
826 Lincoln Ave.
Winnetka, IL 60093

JEAN L. KOENIG*
Jean L. Koenig ($10,000)
211 - 8th Street SE
LeMars, IA 51031

RONALD E. KOLAR and JANET H. KOLAR*
Ronald E. Kolar and Janet H. Kolar JTWROS ($5,000)
36 Seat Marsh Road
Amelia Island Plantation, FL

CLAYTON R. KONAS*
Clayton R. Konas ($10,000)
1104 E. Broward Blvd.
Ft. Lauderdale, FL 33301

DANIEL B. KOOYMAN*
Daniel B. Kooyman, Trustee for the D.M.K. Trust ($5,000)
459 Cornell Ave.
San Mateo, CA 94402

JEANNE D. KOUPAS and WILLIAM V. KOUPAS*
Jeanne D. Koupas and William V. Koupas JTWROS ($10,000)
Old Littleton Road
Harvard, MA 01451

ELEANOR V. KOVEC*
Eleanor V. Kovec ($10,000)
1280 Ellis St., Apt. 6
San Fransisco, CA 94109

HAROLD KOZLOFF AND LILLIAN KOZLOFF*
Harold Kozloff and Lillian Kozloff JTWROS ($10,000)
6955 S.W. 107th Street
Miami, FL 33156

RUSSEL L. KRAPF and MARION B. KRAPF*
Russel L. Krapf and Marion B. Krapf COM/PROP ($10,000)
4144 Marina Drive
Hope Ranch Park
Santa Barbara, CA 93110

WILLIAM E. KRAUTER*
William E. Krauter ($10,000)
6568 North Foothills Drive
Tucson, AZ 85718

HOMER V. KRAUTWURST*
Homer V. Krautwurst ($10,000)
2449 St. Paul Blvd.
Rochester, NY 14617

MARVIN KRENGEL and RITA KRENGEL*
Marvin Krengel and Rita Krengel JTWROS ($10,000)
112 Carriage-way
Wilmette, IL 60091

ROSS T. KRUEGER*
Ross T. Krueger ($5,000)
1853 Edgewood Ave. South
Jacksonville, FL 32205

ANDREW J. KUEHN, JR.*
Andrew J. Kuehn, Jr. ($15,000)
8003 Hollywood Blvd.
Hollywood, CA

RALPH E. KUEHN*
Ralph E. Kuehn ($5,000)
803 S. Lindell Road
Greensboro, NC 27403

DEEPAK KUMAR*
Deepak Kumar ($10,000)
858 Grants Ridge Circle
Dayton, OH 45459

WATSON M. LACY M.D.*
Watson M. Lacy M.D. ($5,000)
P.O. Box 560
Payson, AZ 85541

PETER R. LAIBSON*
Peter R. Laibson ($5,000)
445 Mulberry Lane
Haverford, PA 19041

SCOTT D. LAIDLAW*
Scott D. Laidlaw ($10,000)
17802 Mann
Irvine, CA 92715

WILLIAM P. LAMBERT*
William P. Lambert ($10,000)
141 Orchard Lane
Kokomo, IN 46901

STANLEY R. LANE, M.D.*
Stanley R. Lane, M.D. ($10,000)
6 Broadacres Court
Moorestown, NJ 08057

ROBERT J. LANG and RITA F. LANG*
Robert J. Lang and Rita F. Lang JTWROS ($5,000)
9427 Olympia Fields Dr.
San Ramon, CA 94583

OLIVER LANGENBERG*
Oliver Langenberg ($10,000)
6419 Ellenwood Avenue
St. Louis, MO 63105

KENNETH C. LAUGHON*
Kenneth C. Laughon ($10,000)
3008 Maywood Road SW
Roanoke, VA 24014

MORRIS S. LAZARON, JR.*
Morris S. Lazaron, Jr. ($10,000)
7711 Argyle Ave.
Norfolk, VA 23505

MATTHEW T. LEBENBAUM*
Matthew T. Lebenbaum ($5,000)
80 Whitehall Blvd.
Garden City, NY 11530

LEONARD E. LEETZOW, JR.*
Leonard E. Leetzow, Jr. ($5,000)
7007 Clark Road
Sarasota, FL 33583

MAX LEIBLER and MARTHA LEIBLER*
Max Leibler and Martha Leibler JTWROS ($10,000)
54 Vanderveer Court
Rockville Centre, L.I., NY 11570

DAVID LEIBOWITZ*
David Leibowitz ($10,000)
55 Highpoint Road
Scarsdale, NY 10583

LARRY J. LEMLEY*
Larry J. Lemley ($10,000)
1777 Ball Mill Dr.
Dunwoody, GA 30338

A.L. LENAHAN*
A.L. Lenahan ($10,000)
10192 Whippoorwill Lane
Jacksonville, FL 32205

WILLIAM C. LEONE*
William C. Leone COM/PROP ($10,000)
2209 Chelsea Road
Palos Verdes Estates, CA 90274

ALBERT L. LETOURNEAU and AGNES S. LETOURNEAU*
Albert L. Letourneau and Agnes S. Letourneau JTWROS ($5,000)
836 Whitfield Avenue
Sarasota, FL 33580

ROBERT J. LEVENTHAL*
Robert J. Leventhal ($10,000)
% Publicker Industries, Inc.
777 West Putnam Ave.
Greenwich, CT 06830

JOHN A. LEVER*
John A. Lever ($5,000)
5062 Holiday Circle
Minnetona, MN 55343

MATTHEW LEVISON*
Matthew Levison ($10,000)
1229 East 23rd Street
Brooklyn, NY 11210

PAUL LEVY*
Paul Levy ($10,000)
3546 E. Shields
Fresno, CA 93726

DORENE L. LEWIS*
Dorene L. Lewis ($10,000)
234 Orange
Newport Beach, CA 92663

LESTER LIEBERMAN*
Lester Lieberman ($10,000)
72 Lowell Ave.
West Orange, NJ 07052

ROBERT F. LIEBREICH*
Robert F. Liebreich ($10,000)
10 East 76th Street
New York, NY 10021

DONALD W. LINCK*
Donald W. Linck ($10,000)
34 West Poplar Ave.
San Mateo, CA 94402

RICHARD LINDO*
Richard Lindo ($10,000)
81 Bay Colony Drive
Ft. Lauderdale, FL 33308

ALFRED LION, JR.*
Alfred Lion, Jr., as Trustee Under the Alfred Lion, Jr. Family Joint Trust Agreement DTD 9/24/75 ($10,000)
5493 E. Heaton
Fresno, CA 93727

PAUL LITTLE*
Paul Little ($10,000)
7 Cotswold Way
Scarsdale, NY 10583

JOHN T. LLEWELLYN II*
John T. Llewellyn II ($10,000)
40-300 Via Los Altos
Rancho Mirage, CA 92270

LEO LOBL*
Leo Lobl ($10,000)
1098 Ridge
Highland Park, IL 60035

HAROLD LOEFF*
Harold Loeff ($5,000)
321 Woodland
Highland Park, IL 60035

THOMAS J. LOFTUS and MARY H. LOFTUS*
Thomas J. Loftus and Mary H. Loftus JTWROS ($10,000)
7206 Springside Drive
Fairview, PA 16415

W.D. LONG*
W.D. Long ($10,000)
3805 N. 34th Ave.
Phoenix, AZ 85017

RICHARD D. LONGACRE*
Richard D. Longacre ($5,000)
Commodore Club, Apt. 1005
177 Ocean Lane Drive
Key Biscayne, FL 33149

PAUL LONGO, JR.*
Paul Longo, Jr. ($10,000)
83 East Putnam Ave.
Greenwich, CT

ROBERT R. LONGSTRETH and BARBARA J. LONGSTRETH*
Robert R. Longstreth and Barbara J. Longstreth COM/PROP ($10,000)
Rt. 10, 501 Crawford Rd.
Modesto, CA 95350

T. GARY LOOMIS AND MARY B. LOOMIS*
T. Gary Loomis and Mary B. Loomis COM/PROP ($15,000)
6473 Meadow Hill Dr.
Reno, NV 89509

LOS GATOS PAINT & WALLPAPER INC. ($10,000)
By BELLA L. GOINS*
Bella L. Goins, Sole Owner
218 N. Santa Cruz Ave.
Los Gatos, CA 95030

JOSEPH H. LOVEMAN*
Joseph H. Loveman ($10,000)
327 Haarlem Lane
Catonsville, MD 21228

DONALD A. LUCCA*
Donald A. Lucca ($10,000)
6 Heather Drive
New City, NY 10956

A.B. LUNDAHL*
A.B. Lundahl ($15,000)
2631 - 35th Street
Moline, IL 61265

WILLIAM R. LYMANGOOD*
William R. Lymangood ($10,000)
1145 Venetian Ct.
Naperville, IL 60540

JACK H. LYNCH*
Jack H. Lynch ($10,000)
847 Amsterdam Ave.
Atlanta, GA 30306

CHARLES V. MCADAM, JR.*
Charles V. McAdam, Jr. ($10,000)
627 North Street
Greenwich, CT 06803

PAUL W. MCARTHUR*
Paul W. McArthur ($35,000)
8601 SW 1st Pl.
Gainesville, FL 32601

VANCE M. MCBURNEY*
Vance M. McBurney ($25,000)
2603 Palm Ave.
Imperial Beach, CA 92032

WILLIAM L. MCCORD, JR.*
William L. McCord, Jr. ($5,000)
1666 Londondale Parkway
Newark, OH 43055

R. MICHAEL MCCOY*
R. Michael McCoy ($10,000)
5255 No. Pacific Ave.
Fresno, CA 93711

MCDOWELL TIRE CO. ($10,000)
By W.G. MCDOWELL*
W.G. McDowell, President
29 W. 14th Ave.
P.O. Box 12340
North Kansas City, MO 64116

BETH MCGAW*
Beth McGaw ($10,000)
1520 Griffin Point
Stockton, CA 95207

PAUL MCGIBBONS*
Paul McGibbons ($10,000)
218 Fairview
So. Pasadena, CA 91030

HUGH H. MCILWAIN*
Hugh H. McIlwain ($10,000)
4728 Prince Edward Dr.
Jacksonville, FL 32210

H.W. MCILWAINE, JR.*
H.W. McIlwaine, Jr. ($10,000)
5509 Reverbend Drive
Knoxville, TN 37919

RAY G. MCINTYRE*
Ray G. McIntyre ($10,000)
400 Hawley St.
Eustis, FL 32726

SCOTT MCINTYRE, JR.*
Scott McIntyre, Jr. ($10,000)
4271 Fox Meadow Dr., SE
Cedar Rapids, IA 52403

WALTER H. MCINTYRE, JR and PAULA B. MCINTYRE*
Walter H. McIntyre Jr. and Paula B. McIntyre JTWROS ($10,000)
519 S. Center St.
Eustis, FL 32726

GEORGE MCKEON and KAY MCKEON*
George McKeon and Kay McKeon JTWROS ($10,000)
3321 - 166th Pl. SW
Lynnwood, WA 98036

IAN R. MCMILLAN*
Ian R. McMillan ($10,000)
17 Fairview Avenue
Trumbull, CT 06611

WILLIAM J. MCPARTLAND*
William, J. McPartland ($30,000)
13716 Hughes Lane
Dallas, TX 75240

WALTER T. MCPHEE*
Walter T. McPhee ($10,000)
626 Orchard Lane
Franklin Lakes, NJ 07417

LOIS V. MACDONALD*
Lois V. MacDonald ($10,000)
45 Lockwood Ave.
Old Greenwich, CT

HORACE MACVAUGH III*
Horace MacVaugh ($10,000)
116 Spruce St.
Philadelphia, PA 19106

LUCILLE C. MADIGAN*
Lucille C. Madigan ($10,000)
8220 Waverly
Sarasota, FL 33580

19

JOHN J. MADISON and BETTY D. MADISON*
John J. Madison and Betty D. Madison COM/PROP ($10,000)
42 Van Ripper Lane
Orinda, CA 94563

WALTER B. MAHONY, JR.*
Walter B. Mahony, Jr. ($10,000)
Hook Road
Bedford, NY 10506

STEVEN MAIT*
Steven Mait ($10,000)
3710 Inverrary Dr., Apt. 3W
Lauderhill, FL 33319

MARVIN S. MALTZMAN*
Marvin S. Maltzman ($10,000)
5861 Varna Avenue
Van Nuys, CA 91401

MARIE A. MANSBACH*
Marie A. Mansbach ($10,000)
7429 Shirland Ave.
Norfolk, VA 23510

DAVID F. MANWARING*
David F. Manwaring ($10,000)
2400 Sea Island
Ft. Lauderdale, FL 33301

LOUIS MARGOLIES*
Louis Margolies ($10,000)
21776 Cypress Drive
Boca Raton, FL 33433

J.R. MARONI*
J.R. Maroni ($10,000)
4377 Compton Way
Bloomfield Mills, MI 48013

JEROME A. MARTIN*
Jerome A. Martin ($10,000)
1021 Belair Dr.
Darien, IL 60559

DONALD MARUYAMA*
Donald Maruyama ($5,000)
1010 So. King St.
Honolulu, HI 96814

IVOR MASSEY*
Ivor Massey ($25,000)
4207 Sulgrave Road
Richmond, VA 23221

WILLIAM H. MATCHETT*
William H. Matchett ($10,000)
4728 N.E. 178th St.
Seattle, WA 98155

RAY MATHEWS*
Ray Mathews ($5,000)
902 P St.
Firebaugh, CA 93622

CLARENCE S. MATTHEWS*
Clarence S. Matthews ($10,000)
4006 Roberts Point Road
Sarasota, FL 33581

JAMES DAVID MATTHEWS and LINDA L. MATTHEWS*

James David Matthews and Linda L. Matthews JTWROS ($10,000)
1000 S. Corona
Denver, CO 80209

JOSEPH C. MEEK*

Joseph C. Meek ($10,000)
12241 Belwyn
St. Louis, MO 63141

MARY M. MEEKS*

Mary M. Meeks ($10,000)
Box 14
Bing Piney, WY 83113

JANE P. MEIGS*

Jane P. Meigs ($20,000)
232 Tradewind Dr.
Palm Beach, FL 33480

CARL W. MEISTERLIN and IRENE C. MEISTERLIN*

Carl W. Meisterlin and Irene C. Meisterlin JTWROS ($10,000)
P.O. Box 883
La Quinta, CA 92253

THOMAS S. MENDENHALL*

Thomas S. Mendenhall ($15,000)
4083 Foothill Road, Apt. E
Santa Barbara, CA 93110

LANDELL H. MERRILL and SHARON J. MERRILL*

Landell H. Merrill and Sharon J. Merrill ($10,000)
10683 Pebble Place
Cupertino, CA 95014

WILLIAM W. MERRILL*

William W. Merrill ($10,000)
P.O. Box 4195
Sarasota, FL 33578

NORBERT H. MICHAEL*

Norbert H. Michael ($10,000)
8712 Magnolia, Space 218
Santee, CA 92071

WALTER C. MICKLEBURGH*

Walter C. Mickleburgh ($35,000)
405 South Taney Street
Philadelphia, PA 19146

NANCY A. MIHM*

Nancy A. Mih ($5,000)
1617 South Lodge Drive
Sarasota, FL 33579

A.A. MIKOLAJCZAK*

A.A. Mikolajczak ($5,000)
41 Forest Hills Dr.
Farmington, CT 06032

LARRY L. MILES*

Larry L. Miles ($5,000)
11032 Greenwood Drive
Piedmont, OK 73078

CLARENCE C. MILLER and CRYSTAL M. KING*

Clarence C. Miller and Crystal M. King JTWROS $25,000)
411 Cottage Hill Avenue
Elmhurst, IL 60126

CRAIG A. MILLER*

Craig A. Miller ($10,000)
201 - 8th St.
Petaluma, CA 94952

EDWARD D. MILLER*

Edward D. Miller ($10,000)
2535 S. Pulaski Road
Chicago, IL 60623

GERALD W. MILLER*

Gerald W. Miller ($30,000)
6031 Gulf of Mexico Dr.
Longboat Key, FL 33548

JAMES H. MILLER*

James H. Miller ($5,000)
31838 Foxfield Dr.
Westlake Village, CA 91361

WILBUR A. MILLER and PHYLLIS A. MILLER*

Wilbur A. Miller and Phyllis A. Miller ($10,000)
Rt. 3, Box 151
Cherokee, IA 51012

THOMAS B. MILLIKAN*

Thomas B. Millikan ($5,000)
715 Hawthorn Road
New Castle, IN 47362

JOHN F. MILLIKEN*

John F. Milliken ($10,000)
6 Indian Hill Road
Winnetka, IL 60093

HERBERT T. MOLLER*

Herbert T. Moller ($25,000)
2611 Chase
Wichita Falls, TX 76308

DAVID R. MONCRIEF and ANNE H.R. MONCRIEF*

David R. Moncrief and Anne H.R. Moncrief JTWROS ($10,000)
46-534 Haiku Plantations Pl.
Kaneohe, HI 96734

ROBERT MONNIG*

Robert Monnig ($5,000)
Box 98
Glasgow, MO 65254

JAMES J. MOONEY*

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Donald M. Morse ($10,000)
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Clifford Parker Trust DTD 1/2/77
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Miller Parker ($10,000)
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Harry H. Poarch ($10,000)
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H.L. Pohndorf ($10,000)
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San Siego, CA 92120

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James L. Poth and Mary Ellen Poth JTWORS ($10,000)
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John G. Poust ($10,000)
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V. Lee Powell ($5,000)
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Edmund T. Pratt, Jr. ($50,000)
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Port Washington, NY 11050

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Harold A. Pratt ($10,000)
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Northport, NY 11768

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Henry A. Preston ($10,000)
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Lester W. Preston, Jr. ($10,000)
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Philip H. Pretz, Trustee for the Philip H. Pretz Trust ($10,000)
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Sun City, AZ 85351

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Frank Price and Jane V. Price JTWORS ($10,000)
4205 Kent Drive
Largo, FL 33540

PRODUCERS GAS EQUITIES, INC ($75,000)
By ROSS BEACH*
Ross Beach, President
Attention: Mr. Ross Beach
Box 818
Hays, KS 67601

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John W. Puth ($10,000)
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R & C INVESTMENT COMPANY, A GENERAL PARTNERSHIP ($10,000)
By ROBERT C. KINGSBURY*
Robert C. Kingsbury, Partner
2050 E. Laguna Drive
Tempe, AZ 85282

RABEL ENTERPRISES, A PARTNERSHIP ($10,000)
CHARLES LEBAR and
By JOSEPH LEBAR*
Charles Lebar and
Joseph Lebar, Partners
28 West 020 Commercial Ave.
Barrington, IL 60010

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Margaret M. Randolph ($10,000)
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Lucille Raphael ($10,000)
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Arthur R. Rasmussen ($15,000)
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Thomas E. Rast ($40,000)
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Birmingham, AL 35213

RAWLS & ASSOCIATES, A PARTNERSHIP ($5,000)
By JERYL S. RAWLS*
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Carlton R. Resnick ($10,000)
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Wayne Reynolds ($10,000)
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Clarence M. Righetti ($15,000)
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By E.J. RINE*
E.J. Rine, President
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By Ryder, Stilwell Incorporated, General Partner ($225,000)
By R.L. STILWELL*
R.L. Stilwell, Pres.
% Ryder, Stilwell Incorporated
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Fred Sacher ($30,000)
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Mervin R. Samuel and Margery F. Samuel JTWROS ($10,000)
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Seymour Schlosberg ($20,000)
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Bundoran Farm
North Garden, VA

MARY NIXON SCOTT ($25,000)
By S.B. SCOTT*
S.B. Scott, Attorney-In-Fact
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R. Carter Scott, III ($5,000)
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R. Strother Scott ($50,000)
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Virginia Selin and Leslie H. Selin ($10,000)
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Jitendra Shah ($10,000)
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By ROBERT SHARPEPNTER*
Robert Sharpenter, Managing General Partner
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George A. Shauer ($5,000)
% Premier Theatre
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Valparaiso, IN 46383

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Milton Shaw and Natalie B. Shaw JTWROS ($30,000)
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By RALPH GIBSON*
Ralph Gibson, Pres.
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George L. Shinn ($10,000)
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Elmer P. Shumaker ($10,000)
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Seymour Siegel ($25,000)
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J. Robert Sierra ($25,000)
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776 Old Jonas Hill Road
Lafayette, CA 94549

CHARLES E. WOODSBY*

Charles E. Woodsby ($10,000)
6204 Southwest Donegal Drive
Orlando, FL 32811

DANIEL W. WOOLLEY*

Daniel W. Woolley ($10,000)
3136 Nichols Canyon Road
Los Angeles, CA 90046

CECIL A. WOOTEN*

Cecil A. Wooten ($10,000)
407 Pamela Circle
Hinsdale, IL 60521

JANE ANN WORKMAN*

Jane Ann Workman ($10,000)
4000 Rock Creek
Dallas, TX 75204

JAMES WORL*

James Worl ($10,000)
R.R. #2
Cambridge City, IN 47327

BEVERLY J. WRIGHT*

Beverly J. Wright ($5,000)
123 Crofton Drive
Pittsburgh, PA 15238

GEORGE B. WRIGHT*

George B. Wright ($10,000)
3-G, Weavers Hill
Greenwich, CT 06830

CARL C. YODER and DONNA J. YODER*

Carl C. Yoder and Donna J. Yoder JTWROS ($10,000)
5359 Peachtree Road
Dunwoody, GA 30338

DAVID N. YOUNG*

David N. Young ($5,000)
1521 Keel Drive
Corona Del Mar, CA 92625

WALTER S. ZEBROWSKI and BETTY L. ZEBROWSKI*

Walter S. Zebrowski and Betty L. Zebrowski JTWROS ($5,000)
3018 Wynnwood Drive
Big Flats, NY 14814

A. P. ZECHELLA and JEAN B. ZECHELLA*

A. P. Zechella and Jean B. Zechella JTWROS ($10,000)
1301 South First Street
Jacksonville Beach, FL 32250

BARY A. ZECHELLA*

Bary A. Zechella ($10,000)
54518 Old Bedford Trail
Mishawaka, IN 46544

HAROLD ZINKIN*

Harold Zinkin ($10,000)
5053 North Van Ness Blvd.
Fresno, CA 93711

DICK ZUVER*

Dick Zuver ($90,000)
609 East Avenue
Bayhead, NJ 08742

*BY WOODS PETROLEUM CORPORATION, Attorney-in-Fact for Each Such Limited Partner

(SEAL)

ATTEST:

By _____
A. D. Freshour, President

_____
Leroy Ussery, Secretary

_____
Verilea E. Williams, Witness

_____
Jane Whitfield, Witness

3393

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

The undersigned Notary Public in and for said State and County, does hereby certify that on this 28th day of March, 1979, 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 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 of the WOODS 1979 DRILLING PROGRAM 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; and VERILEA E. WILLIAMS and JANE WHITFIELD, known to me to be the persons whose names are subscribed to the within and foregoing instrument as witnesses, who being by me first duly sworn, declared and acknowledged on oath that they did execute the same as witnesses and that they executed the same as their free and voluntary acts and deeds.

IN WITNESS WHEREOF, I have placed my hand and affixed my notarial seal this 28th day of March, 1979.

Notary Public

(Seal)

My Commission Expires:

[redacted] ASSIGNMENT OF OVERRI[redacted]G ROYALTY AFFECTING [redacted]

UNITED STATES OIL AND GAS LEASE W-67196

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That
Gus Carras
P. O. Box 15383
Salt Lake City, Utah 84115, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Panos Investment Company	P.O. Box 2151 Salt Lake City, Utah 84110	3.50%

#72841

RECORDED April 23, 1979 at 9:45 A.M.
IN BOOK 57 Oil & Gas PAGE 360
FEE $6.00 Lois J. Yeates COUNTY CLERK
SUBLETTE COUNTY, WYOMING
by Dorothy M. Stevens

Being in all a total of an undivided 3.50% (Three and One Half Percent) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T-29-N, R-115-W, 6th PM

Sec. 1: All
2: All
11: E½, E½W½
14: NE¼, E½NW¼, S½

Containing 2320.00 acres, more or less.

WITNESS our hands this 15 day of April, 1979

Witnesses:

Gus Carras

STATE OF Utah
COUNTY OF Salt Lake } ss.

On the 15 day of April, 1979, before me personally appeared Gus Carras the signor of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires:
8-17-80

Notary Public
Residing in Salt Lake City, Utah

OIL & GAS FORM NO. 8
PETROLEUM INVESTMENT COMPANY

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(~~Individual~~) A Partnership Qualifications filed under W-32193

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:
Panos Investment Company
by Thomas G. Panos
Thomas G. Panos, General Partner
P.O. Box 2151 Salt Lake City, Utah 84110

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

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

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

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

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

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

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

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

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

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

Ratification Rental Stipulation
Designation of Depository

Lse #190731-002

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, that certain oil and gas lease dated June 12, 1972 from Marian G. Pinson, as lessor, to Richard B. Stevens, as lessee, recorded in Book 480, page 270 of the Records of Sublette County, Wyoming, is owned by Continental Oil Company insofar as it covers the following described land in Sublette County, Wyoming, to-wit:

SEE EXHIBIT "A" ATTACHED AND MADE A PART OF.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, we / I, the undersigned

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease insofar as it covers the above described land, and do hereby lease, demise and let said land unto Continental Oil Company subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to June 12, 1979, and said lease may be further extended by the payment or tender of delay rentals, as in said lease provided; further, 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, at lessee's option, be divided as follows:

Credit To	Amount	Interest	Depository
Marian G. Pinson	$260.94		Central Bank of Aurora 941 South Havana Aurora, CO 80010

Account NO. 66-1634-0

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository designated in the lease (or set out above) at the times and in the manner specified in said lease will, as to his entire interest in the said land (regardless of the interest, if any, set out above), extend said lease and continue the same in full force and effect according to its terms; if no amount is above set forth opposite his name, then payment as above set forth to the other parties, or their successors in interest, will so extend said lease. Provided, however, this stipulation shall be construed to cover only delay rentals and shall not alter or affect royalties which may accrue under said lease.

If the depository set out above is other than the depository designated in the lease, it is the intention of the undersigned that the designation of the above depository shall be in addition to any depository named in the lease and/or to any depository named in any prior agreement on the interest of the undersigned and it is expressly agreed that Continental Oil Company, its successors and assigns, may at its option deposit rentals affecting the interest of the undersigned, either in the depository provided in the original lease or in any depository designated in this or any prior agreement, when in its judgment it is desirable to do so.

This instrument shall be fully binding upon, and effective as to the interest of, each of the persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

EXECUTED as of the 29th day of December, 19 72

Marian G. Pinson

Marian G. Pinson - Social Security No. 585-22-7522

172924

RECORDED this 23rd day of Dec. 1972 2:30 PM
IN BOOK 57 of Deeds PAGE 362
FEES $/c Receipt No. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

362

13-152 PB . 1-77

Ratification Rental Stipulation
Designation of Depository

STATE OF Colorado)
) SS.
COUNTY OF Denver)

Before me, a notary public in and for said county and state, on this 29th day of March, 19 81, personally appeared Marian L. Clemens, to me known to be the identical person who executed the above instrument and acknowledged to me that She executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and notarial seal on the day and year last above written.

Eleanor L. Mooney
Notary Public

My commission expires:
March 11, 1981

STATE OF _____)
) SS.
COUNTY OF _____)

Before me, a notary public in and for said county and state, on this _____ day of _____, 19____, personally appeared _____, to me known to be the identical person who executed the above instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and notarial seal on the day and year last above written.

_____
Notary Public

My commission expires:

_____

STATE OF _____)
) SS.
COUNTY OF _____)

Before me, a notary public in and for said county and state, on this _____ day of _____, 19____, personally appeared _____, to me known to be the identical person who executed the above instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and notarial seal on the day and year last above written

_____
Notary Public

My commission expires:

_____

STATE OF _____)
) SS.
COUNTY OF _____)

Before me, a notary public in and for said county in said state, on this _____ day of _____, 19____, personally appeared _____, to me known to be the identical person who subscribed the name of _____ to the foregoing instrument as its _____ President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year last above written.

My commission expires:

_____

_____
Notary Public

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

R I D E R

Township 32 North, Range 111 West, 6th P.M.
Section 7: Lots 2, 3, 4, S½NW¼, E½SW¼, S½NE¼, SE¼
Section 8: SW¼NW¼, W½SW¼, S½SW¼, SW¼SE¼
Section 17: W½, W½E½, SE¼NE¼, E½SE¼
Section 18: Lots 1, 2, E½, E½NW¼, NE¼SW¼
Section 20: NE¼, N½NW¼, SE¼NW¼, N½SE¼, SE¼SE¼
Section 21: W½, W½E½, SE¼NE¼, E½SE¼
Section 28: NW¼NE¼, N½NW¼

Township 32 North, Range 112 West, 6th P.M.
Section 10: Lots 1, 2, 3
Section 11: Lots 1, 2, 3, 4, S½NE¼, SE¼NW¼, N½SE¼
Section 12: Lots 1, 2, 3, 4, S½N½, N½S½, SW¼SW¼, S½SE¼
Section 13: NE¼NE¼

Township 33 North, Range 111 West, 6th P.M.
Section 31: Lots 3, 4, SE¼SW¼, SW¼SE¼

Township 33 North, Range 112 West, 6th P.M.
Section 27: W½NE¼, S½NW¼, S½
Section 34: N½NE¼, SE¼NE¼
Section 35: SW¼NE¼, W½, SE¼

Confirmed for Identification: [redacted]

[redacted]

USGS

94270

Form 3106–5
November 1975)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No.
W 55975

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

172338

Chevron, U.S.A. Inc.
P. O. Box 599
Denver, Colo. 80201

RECORDED Mar 30 1979 2:00 P M
IN BOOK 5-P Misc PAGE 345
FEES $ 6.00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
Dorothy Hill Deputy

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* Sept. 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 *(40 CFR 3101.2–3)*

STATE OF WYOMING - County of Sublette

T 37 N, R 109 W, 6th Prin Mer
Sec. 29: N½
Sec. 32: E½
Sec. 33: SW¼

T 36 N, R 110 W, 6th Prin Mer
Sec. 2: S½NE¼, SW¼

T 37 N, R 110 W, 6th Prin Mer
Sec. 25: S½

1,360.00 acres, m/l

SEE ATTACHED REASSIGNMENT RIDER.
WITHOUT WARRANTY OF TITLE EXPRESS OR IMPLIED.

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

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

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

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

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

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

Executed this 31st day of January 19 79

Marcia P. Lane
(Assignor's Signature)
MARCIA P. LANE

9713 Santa Monica Blvd.
(Assignor's Address)
Suite 205
Beverly Hills, CA. 90210
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective APR 1 1979

By Thomas W. Lane
(Authorized Officer)
Chief, Oil & Gas Section

APR 2 1979
(Title) (Date)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority **Qualifications are on file with the Bureau of Land**
2. Assignee is a citizen of the United States **Management, Washington, D.C. under Serial BLM -66100**
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.

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

Executed this 6th day of **March**, 19**79**

CHEVRON U.S.A. INC.

By _____
(Assignee's Signature)

Assistant Secretary

P. O. Box 599, Denver, CO 80201
(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.

   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

Citizenship of assignee

If assignee is an association or partnership, assignee must furnish a certified copy of its articles of association or partnership, with a statement that (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 assigoment 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.

RIDER

Assignee may surrender said lease to the United States as to all or any part of the land affected thereby without incurring any liability whatsoever to Assignor, provided that prior to the making of any such surrender, Assignee shall deposit in the United States Mail as certified mail with return receipt requested addressed to Assignor, a notice of Assignee's proposed surrender. Assignor shall have thirty (30) days from the depositing of such notice by Assignee within which to elect to take and receive a reassignment of said Oil and Gas Lease as to the land proposed to be surrendered. If Assignee shall, within said thirty (30) day period, receive notice in writing from Assignor that Assignor has elected to take an assignment of said lease as to said land proposed to be surrendered, Assignee shall execute and deliver to Assignor in triplicate a proper reassignment of the rights and interests hereby assigned as to the land so specified in Assignee's notice of intention to surrender. Failure of Assignor to notify Assignee within said thirty (30) day period, of Assignor's election to take a reassignment, shall be deemed to constitute Assignor's consent to said proposed surrender.

If, having taken any reassignment of said lease as to any land, Assignor shall fail, for a period of thirty (30) days following the delivery of said reassignment to him, to file said reassignment with the Bureau of Land Management for approval, together with a proper showing of the qualification of Assignor to receive said reassignment and hold a lease on said reassigned land, Assignee may, notwithstanding said reassignment, surrender to the United States said lease as to the land so reassigned.

Assignor shall be responsible for all rentals and royalties becoming due with respect to said lease as to any reassigned land from and after thirty (30) days from the date Assignee deposits any notice of proposed surrender in the United States Mails, but Assignee shall pay all rentals and royalties becoming due prior thereto; provided, however, Assignee shall not be liable for its failure to pay or the improper payment of any rental or royalty so long as it has acted in good faith.

Notwithstanding any other provision herein contained, either express or implied, Assignee's obligations under the preceding three (3) paragraphs shall cease and terminate sixty (60) days prior to the end of the primary term of said lease.

In connection with operations for the production of oil and gas or either of them, Assignee may at any time or times pool or unitize the overriding royalty reserved to Assignor under this assignment, insofar as said overriding royalty affects the land covered hereby, in whole or in part, as to any stratum or strata, with other lands and leases in the same area or field so as to constitute a unit or units whenever, in Assignee's judgment, necessary or advisable to comply with a law, rule, order or regulation of a governmental authority having jurisdiction, to reduce or prevent economic waste, to protect correlative rights, or to promote, encourage or accomplish the conservation of natural resources, by filing for record an instrument so declaring subject to the following: (a) Units formed to establish or comply with an orderly or uniform well spacing pattern for the production of oil or gas shall not exceed 80 acres if for the production of oil and shall not exceed 640 acres if for the production of gas, plus a tolerance of 10% in each instance, except that if the governmental authority having jurisdiction by appropriate rule, order or regulation prescribes or permits or, based on prior action of the applicable governmental authorities, may reasonably be expected to prescribe or permit units of a larger size, the unit or units may be increased to the maximum so prescribed or permitted or so reasonably expected to be prescribed or permitted. (b) Units formed to accomplish a cycling, pressure maintenance, repressuring or secondary recovery program, or any other cooperative or unit plan of development or operation involving multiple wells must be approved by the governmental authority having jurisdiction and shall allocate to the portion of said land included in any such unit a fractional part of production from any part of such unit on one of the following bases: (i) the ratio between the quantity of recoverable production allocable to the portion of said land included in such unit and the total of all recoverable production allocable to such unit; or (ii) such other basis as may be approved by the governmental authority having jurisdiction thereof. Any such unit so established may be enlarged to include acreage believed to be productive or may be diminished by excluding acreage believed to be nonproductive and, in the absence of current production therefrom, any such unit may be abolished and dissolved by filing for record an instrument so declaring. Instruments filed for record hereunder shall be filed in the public notice records of the county in which the land is situated. Upon production from any part of any such unit, Assignor herein shall be entitled to the overriding royalty herein provided to be paid to Assignor on only that fractional part of unit production allocated to that part of the land covered hereby which is included in such unit.

CW 3250 (D 12/6)

STATE OF COLORADO)
) ss.
COUNTY OF LOS ANGELES)

On this 31st day of March, 1977, before me, a Notary Public in and for said County and State, personally appeared [redacted], known to me to be the person(s) who executed the within instrument, and acknowledged to me that he executed the within instrument.

WITNESS my hand and official seal.

OFFICIAL SEAL
MARGUERITE M. MURPHY
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN

[redacted]
Notary Public in and for said

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

E. O. HENSLEY

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared [redacted] to me personally known, who being by me duly sworn did say that he, with the capacity designated by his signature on the document to which this certificate is attached, is an officer or agent, of Chevron U.S.A. Inc., a corporation organized and existing under and by virtue of the laws of the State of California, and that he as such officer or agent and in such capacity being authorized by its By-laws and/or Board of Directors so to do, signed, sealed, executed and acknowledged before me the foregoing instrument on behalf of said Corporation as his voluntary act and deed and the voluntary act and deed of said Corporation for the uses, purposes and consideration therein expressed and contained by signing the name of the Corporation by him as such officer or agent and that the seal, if any, affixed to said instrument is the Corporate seal of said Corporation, and he further acknowledges to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal of office on this the 6th day of March, 1979.

My commission expires:
My commission expires Jan. 8, 1983

[redacted]
Notary Public

[redacted] [redacted] RECEIVED [redacted] 1977

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
City
State
Zip Code

Gordon H. Barrows
9 East 53rd Street
New York, New York 10022

W 61391
(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 106 W, 6th Prin Mer
Sec 10: NW¼
17: SW¼
18: E½W½, SE¼
20: W½
28: SW¼

473011

RECORDED April 30 1977 3:35 P M
IN BOOK 57 Misc PAGE 368
FEES $ 4.00 Lori J Yeh COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lori J Yeh Deputy

U. S. Geological Survey reports lands in lease were not within a known Geologic Structure on NOV 2[illegible] 1977

Containing a total of **1120.00** acres | Annual Rental . . . . . $ **1120.00**

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

Effective date of lease: DEC 1 1977

THE UNITED STATES OF AMERICA

By Glenda W. Sanc
(Signature of Signing Officer)

Chief, Oil &
Gas Section
(Title)

NOV 29 1977
(Date)

When recorded return to
AMOCO PRODUCTION COMPANY
[illegible] TOWER BUILDING
[illegible]

FOR CLAIMANT

Form 3120-19
(May 1968)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181–263)

Jean D. True
P. O. Drawer 2360
Casper WY 82601

Name
Street
City
State
Zip Code

W 36422
(Serial Number)

This lease is subject to the ... logical Survey as ... ed w ... oil or ... auth...

... period of ten (10) years to the above-name... ...d Leasing Act and subject to all rules and regulations of the Secret... ... not inconsistent with any express and specific provisions herein, which are ...

... the Lease: 2,405 State: Wyoming County: Sublette

..., R 111 W, 6th Prin Mer, WY

...22: N½

...3: All

...9: W½, NE¼

...0: All

RECORDED
IN BOOK
SET
FOR

CERTIFIED
a true and ...
of the official ...

U.S. ...

... acres | Annual Rental . . . . . $ 1040.00

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

Effective date of lease: OCTOBER 1, 1972

THE UNITED STATES OF AMERICA

...

(Signature of Signing Officer)

...
...
(Title)

September 8, 1972
(Date)

469-3216

469-3216

NONCOMPETITIVE OFFER TO
LEASE FOR OIL AND GAS

See INSTRUCTIONS ON REVERSE

36422

3. Parcel Number 405

4. State WYOMING

...dersigned hereby offers to lease for oil and gas all or any portion of the above-identified ...ct of land which may be available for noncompetitive leasing, and certifies that the ... applicant is a citizen of the United States, an association of such citizens, a partner... ...p, a corporation organized under the laws of the United States or any State thereof, or ...unicipality organized under the laws of such a State; (2) applicant's interests in oil ...d gas offers to lease, leases, and options do not exceed the limitation provided by the ...neral Leasing Act of February 25, 1920, as amended; and (3) applicant is the sole party ... interest in this offer and the lease if issued, or if not the sole party in interest, that ...e names and addresses of all other interested parties are set forth on the reverse hereof. ...he undersigned agrees that the successful drawing of this card will bind him to a lease, ...n Form 3120–19 (4–1158) or 3200–3 (4–1196), and to the extent applicable, the stipu... ...tions provided for in 43 CFR 3103.2 for the described parcel or any portion thereof if ...uch a lease is issued by the Bureau of Land Management as a result of this drawing.

Jean D. True
(Signature of Applicant)

7/21/72
(Date)

JEAN D. TRUE

P. O. DRAWER 2360
(Address, including Zip Code)

DO NOT ...

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

(b) *Cooperative or unit plan.*—Within 30 days of demand, if any 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 credited 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 monthly 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 area may be properly and timely developed and produced in accordance with good operating practice.

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

(a) To pay the lessor in advance an annual rental at the following rates:

(i) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(a) For each lease year a rental of 50 cents per acre or fraction of an acre.

(ii) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(a) 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.

(b) 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.

(b) *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 (1)(a)(ii) above.

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

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.

(2) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month 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, and 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 calender 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.

(3) 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 to enable the lessee to operate profitably under the terms and conditions of this lease.

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

(f) *Contracts for disposal of products.*—To file with the 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 rates in any such contract or other arrangement shall be considered as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty oil, and the method of computing royalties due as based on reasonable valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, plans 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 oil, gas, or associated substances removed from the leased lands, and the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a description of all wells and improvements on the leased lands; and, with respect to development,

and costs.

(h) *Log, reports.*—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form as prescribed by the lessor of all wells drilled on the leased lands, and a careful record of the subsurface strata penetrated by all wells drilled on said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of the 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 operation, the wells hereon 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 is 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 [illegible] and timber growth thereon or on Federal or non-Federal lands on the watershed; (2) polluting air and water; (3) damaging improvements owned by the United States or other parties; or (4) destroying, [illegible] forests, [illegible] any kind.

[redacted] and other [illegible] lessee agrees to [illegible] to the lessor or good order and condition [illegible] including and improvements which are necessary for the preservation of producing wells.

Sec. 3. *Rights reserved.*

(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 or vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the rights of the lessor.

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

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

Sec. 4. *Drilling and producing restrictions.*—It is agreed that the rate of prospecting and 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 office 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 cancelled 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. Secs. 22 and Secs. 433, 437, and 439, Title 18 U.S.C. Sec. 431) relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

Form 3100-5
(August 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No.
W-36422

New Serial No.

173055

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

RECORDED May 2 1979 8:00 A M
IN BOOK 57 Misc PAGE 371
FEES $3.00 Paid
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Texas Oil Company
P.O. Box 2360
Casper, Wyoming 82602

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

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

Township 27 North, Range 111 West
Section 22: N½
Section 23: All
Section 25: W½SE¼
Section 26: All

SEE BELOW FOR CORRECTED LAND DESCRIPTION

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

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

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

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

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

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

Executed this 11th day of August, 19 73

Jean D. True
Jean D. True (Assignor's Signature)

P.O. Box 2360 (Assignor's Address)

Casper (City) Wyoming (State) 82602 (Zip Code)

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

THE UNITED STATES OF AMERICA

CERTIFIED
to be a true and comparative copy
of the official record on file
MAR 5 1979
BUREAU OF LAND MANAGEMENT
CHEYENNE, WYOMING

Assignment approved as to the lands described below:

T 27 N, R 111 W, 6th Prin Mer, WY
Sec. 22: N½
Sec. 23: All
Sec. 25: W½, SE¼
Sec. 26: All

320.80 A

Assignment approved effective OCT 1 1972

By [illegible]
(Authorized Officer)

[illegible]

SEP 20 1972
(Title) (Date)

Note: [redacted] [redacted] [redacted]

State of Wyoming)
) SS
County of Natrona)

The foregoing instrument was acknowledged before me by Jean D. Price,

, this 17th day of August, 1978.

Witness my hand and official seal.

Linda Julian
Title of officer

My Commission Expires

Approved February 13, 1973.

LINDA JULIAN
NOTARY
PUBLIC
MY COMMISSION
EXPIRES
Sept. 10, 1982
Natrona County, Wyoming

[redacted] [redacted] PART II [redacted]

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 th 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 246,08 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and option in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignme 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 unde signed's knowledge and belief and are made in good faith.

Executed this day of , 19

CERTIFIED
to be a true and comparative copy
of the official record on file
MAR 3 1 '87
BUREAU OF LAND MANAGEMENT

(Assignee's Signature)

(Address, include zip code)

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

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 BLM 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 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) [illegible] percentage of voting stock and (e) percentage of *all* stock own[illegible] 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 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. [illegible] separate statements and written agreements, if [illegible] no later than fifteen (15) days after filing assignment.

[redacted] [redacted] LEASE SERIAL NUMBER [redacted]

A73056

1977 DEC 19 AM 10:00

Assignment of Operating Rights

RECEIVED
CHEYENNE, WYOMING

RECORDED May 2 1979 8:00 A M
IN BOOK 57 Misc PAGE 374
FEES $6.00 Lois J. Yarr COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy Wallace

W-36422
Effective Date of Base Lease:
October 1, 1972

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

Cabot Corporation
P. O. Box 1101
Pampa, Texas 79065

The below specified interest in and to the said Operating Rights insofar as said rights pertain to the productive zones of the Paleocene Age or the stratigraphic equivalent of a depth of 5,500 feet.

1. Lands affected by this Assignment:

TOWNSHIP 27 NORTH, RANGE 111 WEST, 6th P.M.
Section 23: All
Section 26: All

containing 1280.00 acres more or less in Sublette County, Wyoming

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

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

One Hundred Percent (100%)

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

Fifty Percent (50%)

4. Overriding royalty or production payments reserved herein to Assignor:

None

5. Overriding royalties or production payments previously reserved:

None

IT IS UNDERSTOOD and agreed that this Assignment of Operating Rights is made without warranty of title either express or implied and is subject to the terms of the lease, all intermediate assignments thereof and all other contracts to which said lease and lands are subject, and is further subject to all existing overriding royalties and/or other burdens on production.

The provisions hereof shall inure to and be binding upon the parties hereto, their heirs, assign personal representatives and successors.

EXECUTED this 7th day of November 1977.

WITNESS:

CABOT CORPORATION

Jean D. True

Assignment approved effective:

THE UNITED STATES OF AMERICA

By _____
(Signing Officer)

_____ _____
(Date) (Title)

Cabot Corporation W-56943 (1-78)

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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. Cabot's Qualifications are filed in BLM Lease file No. W-56943

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 20th day of February 19 78

CABOT CORPORATION
P. O. Box 1101, Pampa, Texas

Attorney-in-Fact (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.

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

44 SESSION LAWS OF WYOMING, 1973 Ch. 37

State of [redacted])
) SS
County of [redacted])

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

Witness my hand and official seal.

[redacted] Notary Public
Title of officer

My Commission Expires: [redacted]

Approved, February

[redacted] [redacted] [redacted]

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

This Overriding Royalty Assignment, made this 1st day of September, 1978, by and between CABOT CORPORATION, a Delaware corporation, whose address is Suite 1960, 1 Houston Center, Houston, Texas, hereinafter called Assignor; and R. E. McDonald whose address is 1228 15th St., Room 214, Denver, Colorado 80202 hereinafter called Assignee;

Witnesseth:

Whereas, Assignor is the owner by assignment of an interest in an Oil and Gas Lease granted to John D. True by the United States of America dated September 8, 1972, bearing Serial No. W 36-22 of the U.S. Department of the Interior, which lease is for lands therein described as the following described lands lying and being situated in Sublette County, State of Wyoming;

A 2% interest in the operating rights in the following lands, as to the productive zones of the Paleocence Age or the stratigraphic equivalent of a depth of 5,500 feet:

T 27 N, R 111 W, 6th Principal Meridian, WY
Sec. 23: All
26: All
1280 Acres

NOW, Therefore, in consideration of the premises and the sum of Ten ($10.00) dollars, and other valuable consideration, receipt whereof is hereby acknowledged, the undersigned, Assignor, hereby sells, conveys, transfers, assigns, and sets over unto Assignee, his heirs and assigns, without warranty of title either expressed or implied, an overriding royalty interest of Two Percent (2%) of One Hundred Percent (100%) of all of the Oil and Gas and other hydrocarbon substances in place and which may be produced, saved and marketed from said lands, free and clear of all costs or expenses to Assignee, except severance, production and ad valorem taxes.

This Overriding Royalty Assignment shall be subject to:

(a) Any reassignment provision contained in prior assignments of said Oil and Gas Lease.

It is agreed that the obligation to pay any overriding royalties out of production of oil created hereby 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 Seventeen and One-half Percent (17-1/2%), shall be suspended and ineffective when the average production of oil per well averaged on the monthly basis is Fifteen (15) barrels or less.

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

Should Assignor's operating rights be less than all of the operating rights in said lands, then the overriding royalty interest herein provided for shall be paid only in the portion in which the operating rights of Assignor in said lands bears to all operating rights in said lands.

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

CERTIFIED
to be a true and comparative copy
of the official record on file
MAR 30 1979
CLERK OF THE U.S. DISTRICT COURT
DISTRICT OF WYOMING

CABOT CORPORATION

By _____
J. Henry Tanner, Attorney in Fact
Assignor

[redacted] [redacted] [redacted]

THE STATE OF TEXAS I

COUNTY OF HARRIS I

On this day of , 19 , before me personally appeared to me known to be the Attorney in Fact of CABOR CORPORATION, a Delaware Corporation, who executed the foregoing instrument and acknowledged to me that he is duly authorized by the Board of Directors of said corporation to execute such instrument as the act and deed of said corporation and in its behalf.

[illegible] the day and year in the certificate [illegible]

Notary Public

My Commission expires:

S. [illegible]
Notary Public in and for Harris County, Texas
My Commission Expires 7-[illegible]

CERTIFIED
to be a true and complete copy
of the official record on file
[illegible]
[illegible]
[illegible]

ASSIGNMENT
OF OIL AND GAS LEASE

THE STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE)

THAT the undersigned, RAINBOW RESOURCES, INC., #10 Lakeside Lane, Suite 308, 4704 Harlan Street, Denver, Colorado 80212 (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:

Energy Minerals Corporation, 1630 Denver Club Bldg., Denver, Colorado 80202	2.064%
James H. Petersen, c/o Philip E. Pankoff, 900 Denver Club Bldg., Denver, Colorado 80202	.576%
Howard Phipps, Jr.*	1.147%
Anne P. Sidamon-Eristoff*	1.147%
Howard Phipps*	1.128%
Audrey P. Holden*	.949%
Sonia P. Seherr-Thess*	.949%
Albert C. Bostwick*	.412%
Margaret Boegner*	.233%
*whose mailing address is c/o J. F. Dougherty, 2200 South Post Oak Road Road, Suite 700, Houston, Texas 77056,	8.575%

(hereinafter called Assignees), being all of Assignor's right, title and interest in an undivided 8.575% interest in and to the oil and gas lease dated January 18, 1973, from White Acorn Sheep Company, a Wyoming corporation, Lessor, to Rainbow Resources, Inc., Lessee, recorded in Book 49, Page 245, of the Oil & Gas Records of Sublette County, Wyoming, as amended by extension of term and ratification of lease dated January 6, 1978, from White Acorn Sheep Company, Lessor, to Rainbow Resources, Inc., et al, Lessee, recorded in Book 55, Page 691, of the Oil & Gas Records of Sublette County, Wyoming, insofar as said lease and amendment thereto cover the following described land in Sublette County, State of Wyoming:

Township 27 North, Range 103 West, 6th P.M.
Section 21: SW/4 SW/4
Section 29: NE/4 NE/4

Township 28 North, Range 103 West, 6th P.M.
Section 35: SW/4 NE/4, SE/4 NW/4

and containing 160.00 acres, more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

It is understood and agreed that each Assignee's interest herein assigned shall be burdened by its respective share of the 3% of 16.899% of 8/8ths overriding royalty (a net 3% of 8.575% of 8/8ths overriding royalty to this Assignment) reserved by Farmland International Energy Company in that certain Assignment dated April 3, 1978 to Rainbow Resources, Inc., recorded in Volume 56, Page 504, of the Oil & Gas Records of Sublette County, Wyoming.

This assignment shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 13th day of November, 1978.

RAINBOW RESOURCES, INC.

By: _____
Charles A. Shear, Vice President

_____
Assistant Secretary

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

On this 13th day of November, A.D. 1978, before me personally appeared Charles A. Shear, to me personally known, who, being by me duly sworn, did say that he is the Vice President of RAINBOW RESOURCES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Charles A. Shear acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 13th day of November, A.D. 1978.

_____
Notary Public

My Commission Expires May 31, 1981

273120

RECORDED May 1 1979 8:00 A M
IN BOOK 57 Misc PAGE 319
FEES $7.00 Lois J. Gabler COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stevens

cky Mtn. Revised 10-75

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 10th day of April, 19 79
by and between Clifford Russell Daniels and Sophie M. Daniels, husband and wife
Box 614
Big Piney, Wyoming 83113

Party of the first part, hereinafter called lessor (whether one or more) and
Gulf Oil Corporation, P.O. Box 2619, Casper, Wyoming 82602 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and more---------- Dollars cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming described as follows, to wit:

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

This lease covers all of the land described above, including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above. This lease shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise 960.00 acres, whether actually more or less.

It is agreed that this lease shall remain in force for a term of five years from May 9, 1979, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

If no well be commenced on said land on or before one year from May 9, 1979 this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the State Bank of Big Piney Bank at Big Piney, Wyoming 83113 or its successor or successors, or any bank with which it may be merged, or consolidated or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Nine Hundred Sixty and No/100---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit [redacted] the total acreage of all land [redacted]

[redacted] [redacted] [redacted]

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

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such 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.

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

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

X [signature] (SEAL)
Clifford Russell Daniels

_____ (SEAL)

X [signature] (SEAL)
Sophie M. Daniels

_____ (SEAL)

STATE OF ~~UTAH~~ WASHINGTON
COUNTY OF ~~WASHINGTON~~ } SS.

Arizona, Colorado, Idaho, Montana,
Nebraska, Nevada, North Dakota, Oregon
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

PERSONALLY appeared before me the undersigned, a Notary Public, in and for said County and State, on this 13th day of April, 19 79, personally appeared Clifford Russell Daniels and Sophie M. Daniels, husband and wife, to me known to be the identical person S. described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires 2-8-80

[signature]
Patricia E. Sevy Notary Public
Residing at St. George, Utah 84770

Oil and Gas Lease

FROM

TO

Dated _____, 19____

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

County _____

No. of acres _____ Term _____

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

This instrument was filed for record on the 14th day of April, 1979, at 3:20 o'clock P. M., and duly recorded in Book 277, Page 321 of the records of this office.

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

When Recorded

Return to _____

173130

STATE OF _____ } SS.
COUNTY OF _____

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

On this _____ day of _____, 19_____, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

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

My Commission Expires _____

_____
Notary Public

RIGHT OF WAY AND EASEMENT

STATE OF WYOMING

COUNTY OF SUBLETTE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, hereinafter referred to as Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATIONS, to the Grantor in hand paid by NORTHWEST PIPELINE CORPORATION, a corporation, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, a right of way and easement to locate, survey a route, construct, entrench, maintain and operate a pipeline with appurtenances thereto including, but not limited to, valves, metering equipment, and cathodic equipment, and in connection therewith, a road (said pipeline, appurtenances, valves, metering equipment, cathodic equipment and roads being hereinafter sometimes collectively called the "facilities") over, under and through the hereinafter described land, approximately along the line designated by survey heretofore made of hereafter to be made by Grantee, through and over the said land on a right-of-way 60 feet in width.

This right of way and easement shall carry with it the right of ingress and egress to and from, and access on and along said right of way, with the right to use existing roads, for the purpose of constructing, inspecting, repairing and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline with either like or different size pipe. During temporary periods Grantee may use such portion of the property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the facilities over the right of way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee may at any time, and upon permanent abandonment of said right of way and removal of all improvements constructed thereon, shall execute and record a reconveyance and release hereof, whereupon the right of way and easement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

Grantor reserves the right to the use and enjoyment of said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb its facilities and no road, reservoir, excavation, obstruction or structure shall be constructed, created or maintained on, over, along or within said right of way without Grantee's prior written consent. Grantee shall, during initial construction, bury said pipeline below ordinary plow depth.

Grantee shall pay to Grantor all damages to Grantor's growing crops and timber caused by the construction, maintenance, repair, replacement or removal of the pipeline and appurtenances. It is mutually agreed that should any dispute arise as to such damages, the same, if not mutually agreed upon, shall at the written request of either party be arbitrated and determined by disinterested arbitrators, one to be appointed by Grantor and one by Grantee within 30 days after such request, and if the two so chosen be unable to agree within 90 days after appointment, then they shall, within 30 days after written request by either the Grantor or the Grantee, select a third arbitrator, and failing so to do, such third arbitrator shall be appointed on application of either Grantor or Grantee, by the senior Federal District Judge of the District wherein the land lies and the decision of any two of the arbitrators thus appointed shall be final and conclusive.

For the same consideration Grantor grants to the Grantee the right to construct, maintain and operate on said right of way, an additional pipeline or pipelines and appurtenances thereto, and in the event Grantee exercises this right Grantee shall pay Grantor the sum of $1.00 per lineal rod for each additional pipeline constructed, as well as damages caused by Grantee to grantor's growing crops and timber; and Grantee shall in such case have the same rights with respect to such additional facilities as are hereby granted with respect to the original facilities to be constructed.

Grantor represents and warrants that he is the owner in fee simple of the land hereinafter described, subject only to outstanding mortgages, if any, now of record in said county, and in the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto.

It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.

DESCRIPTION OF PROPERTY SITUATED IN SUBLETTE COUNTY, STATE OF WYOMING

Subdivision	Section	Township	Range	B. & M.
S½N½;	17	28 North	112 West, 6th PM	

173181

RECORDED May 10 19 77 8:00 A M
IN BOOK 57 Orig PAGE 383
FEES $6.00 Karol Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGinnis

[redacted] No. 793

WITNESS THE EXECUTION HEREOF THE 23rd DAY OF January 19 77, A.D.

by J. F. Ranch, Inc., William J. McGinnis, Jr., President

Witness to Signature(s)

J. F. Ranch, Inc.

By: X

President - William J. McGinnis, Jr.

Attest: Secretary

CORPORATE SEAL

Project Name: Big Piney G.S.
Belco-Tarter's Island #4-15
W/O 1910b Dwg. No. 8A761.0-21-1&2
R/W [redacted] Grant No. 2 [redacted]

FORM No. 1080-2 (1-77)

(Corporate Acknowledgment for Wyoming)

STATE OF WYOMING

COUNTY OF SUBLETTE

On this 23 day of January, 1979, before me appeared [illegible] (Lucille Petrie) to me personally known, who being by me duly sworn, did say that he is the President of J. F. RANCH, INC. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed 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.

Notary Public in and for
County, State of Lincoln Wyoming

My commission expires:
Aug 18, 1980

FORM NWP 1091—1 (2-74)

652 RECORDED

Mid-Continent Association W. Reassign. WINTZEL BLUE PRINT CO. CASPER, WYOMING

601

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Hawthorn Oil Company, Box 2693, Casper, Wyoming 82602, and The Stroock Leasing Corporation, P.O. Box 2875, 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

WOODS PETROLEUM CORPORATION, Suite 500 3555 N.W. 58th Oklahoma City, Oklahoma 73102

(hereinafter called Assignee), all their right, title and interest in and to the oil and gas lease dated May 11, 1978, from William J. McGinnis Jr., and Jane M. McGinnis, husband and wife; Aaron H. McGinnis and Caroline B. McGinnis, husband and wife; Victor S. McGinnis and Dorothy J. McGinnis, husband and wife; Marjorie Brawley and Clarence Brawley, wife and husband; Mary Nell McGinnis, a single woman, of Big Piney, Lessor, Wyoming, to Hawthorn Oil Company, P. O. Box 2693, Casper, Wyoming 82602, Lessee, recorded in book 56 O&G, page 371, insofar as said lease cover the following described land in Sublette County, State of Wyoming

Township 29 North, Range 111 West, 6th P.M.
Section 27: S½SW¼
Section 28: Lot 10, SE¼SE¼
Section 33: Lots 1, 4, 5, 8, NE¼, N½SE¼, SW¼SE¼
Section 34: W½NW¼

STATE OF) ss.
COUNTY OF)

This instrument was filed for record on the ____day of____, 19____, at____ o'clock __ M., and duly recorded in book____ Page ____ of the records of this office.

Register of Deeds.

When recorded Return to

173187

RECORDED May 16 1978 11:00 AM
IN BOOK 57 O&G PAGE 385
FEES $6.00 Daisy Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

of Section ____, Township ____, Range ____, and containing 653.38 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 nomestead in the premises above described.

Reserving however, unto the Assignors herein an overriding royalty of five percent of eight-eighths (5% of 8/8ths) including any and all overriding royalties previously reserved or created in the chain of title to this leasehold, 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 28th day of March, 1979.
without warranties of any kind.

HAWTHORN OIL COMPANY
By: _____
T. O'Connell, President
ATTEST: _____

THE STROOCK LEASING CORPORATION (Seal)
By: _____ (Seal)
Thomas F. Stroock, President
ATTEST: _____ (Seal)

STATE OF)
) ss.
COUNTY OF)

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

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

and _____

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

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

My Commission Expires_____

_____
Notary Public.

Residing at _____

State of WYOMING)
County of NATRONA) ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 29th day of March, A. D. 19 79, before me personally appeared R. K. O'Connell, to me personally known, who, being by me duly sworn, did say that he is the President of Hawthorn Oil Company

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

Witness my hand and seal this 29th day of March, A. D. 19 79

DONNA BALBEN - Notary Public
County of Natrona State of Wyoming
My Commission Expires May 9, 1981

Commission expires May 9, 1981

Donna Balben
Notary Public.

State of WYOMING)
County of NATRONA) ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 28th day of March, A. D. 19 79, before me personally appeared Thomas F. Stroock, to me personally known, who, being by me duly sworn, did say that he is the President of The Stroock Leasing Corporation

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

Witness my hand and seal this 28th day of March, A. D. 19 79

RITA T. HOWELL Notary Public
County of Natrona State of Wyoming
My Commission Expires Nov. 28, 1979

(SEAL)

My Commission expires November 28, 1979

Rita T. Howell
Notary Public.

No. .....

FROM

TO

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

No. Acres .....

.....County.....

.....

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

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

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

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

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

.....
County Clerk.

By.....
Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned WOODS PETROLEUM CORPORATION, hereinafter called Assignor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey unto

HOWARD E. MARLOW, Suite 130, 3525 S. Tamrac, Denver, Colorado 80237 5/6 and

RONALD E. HANDO, 185 Wellington Street, Northglenn, Colorado 80234 1/6

, hereinafter called Assignee, their heirs and assigns, an overriding royalty of an undivided 3% of all oil, gas and other minerals produced, saved and sold under the terms of the oil and gas lease (s) more particularly set forth and described on Schedule "A" attached hereto and made a part hereof.

The income accruing to the interest herein assigned shall be free, clear and discharged of all cost, save and except gross production taxes or other governmental taxes properly chargeable thereto. In the event the lease (s) described cover (s) less than the entire and undivided fee simple estate in the lands described then the overriding royalty herein provided for shall be paid to the Assignee herein in the proportion which the lease (s) described bear (s) to the whole and undivided fee of the lands described.

IN WITNESS WHEREOF we hereunto set our hands and seal this 21st day of February, 1979.

ATTEST:

WOODS PETROLEUM CORPORATION

Leroy Ussery, Secretary

Larry L. Miles, Vice President

273188

RECORDED May 10 1979 11:06
IN BOOK 57 Misc PAGE 387
FEES 6.00 Lois J Yahn COUNTY CLERK
SUBLETTE COUNTY CLERK by D McClure

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 21st day of February, 19 79, personally appeared Larry L. Miles, to me known to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires:
June 1, 1982

Robert Konecny, Notary Public

Assignment of Overriding Royalty
dated February 21, 1979 from
Woods Petroleum Corporation to
Howard E. Marlow and Ronald E. Hando

SCHEDULE "A"

LEASE NO.	LESSOR	LESSEE	DATE	SUBLETTE COUNTY, WYOMING DESCRIPTION	RECORDED BOOK	PAGE
10046-1	Miriam J. Barlow et al	Woods Petroleum Corporation	11-16-78	Township 30 North, 112 West, 6th P.M. Section 20: E/2 SE/4 Section 21: NW/4 NE/4, S/2 NE/4, W/2, SE/4 Section 22: NW/4 SW/4 Section 28: N/2 N/2, S/2 NW/4, S/2 Section 29: NE/4 NE/4, S/2 NE/4, SE/4	57	165
10046-2	Gordon M. Mickelson, as President of the Reservoir Ranch Company, Inc.	Woods Petroleum Corporation	11-16-78	SAME AS ABOVE	57	225
10046-3	Helen Jenkins O'Neil et vir	Woods Petroleum Corporation	11-15-78	SAME AS ABOVE	57	163

Form 3106–5
(November 1975)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. W–20593

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

Roberts and Murphy, Inc. (18.75%)
P. O. Box 7125
Shreveport, Louisiana, 71107

C. H. Murphy, Jr. (9.375%)
309 North Washington, Suite 200
El Dorado, Arkansas, 71730

Marmik Oil Company (9.375%)
3050 First of Denver Plaza
Denver, Colorado, 80202

Marline Oil Corporation (37.5%)
630 Two Allen Center
Houston, Texas, 77002

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective *(date)* October 1, 1969, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 39 North, Range 110 West, 6th PM
Section 4: SW/4 NW/4; W/2 SW/4; SE/4 SW/4
Sublette County, Wyoming

containing 160 acres, more or less

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.)* 2.5%

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 5.0%

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

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

Executed this 29th day of December 19 78

D. A. Moore
(Assignor's Signature)

1285 South Jay Street
(Assignor's Address)

Beverly J. Moore

Denver, Colorado, 80226
(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 273197

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective MAR 1 1979

RECORDED May 16, 1979 3:45 P M
IN BOOK 57 Misc PAGE 389
FEES $14.00 Laura J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Deputy Marilyn Lewis

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

Chief, Oil & Gas Section
(Title)

MAR 26 1979
(Date)

FOR ASSIGNOR

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 [X] Corporation 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.

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

Executed this 31st day of January, 1979

ATTEST: [illegible]

[illegible]
John F. McFarland, Assistant Secretary

SEAL
1953

MARMIK OIL COMPANY

Michael W. Murphy
(Assignee's Signature)
Michael W. Murphy, President

3050 First of Denver Plaza
Denver, Colorado, 80202
(Address, include zip code)

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

GENERAL INSTRUCTIONS

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

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

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

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

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

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

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

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

PART II

A. *Certification of assignee*

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

If assignee is a corporation, it *must* submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of all stock assigned to 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 [illegible] not later than [illegible] (15) days after [illegible] assignment.

TATE OF COLORADO)
) ss
OUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public in and for said County and tate, on this 24 day of [illegible], 1978, personally appeared D. A. Moore and Beverly J. Moore, to me known to be the identical persons, described in and who executed the ithin and foregoing instrument of writing and acknowledged to me that they duly xecuted the same as their free and voluntary act and deed for the uses and purposes herein set forth.

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

Y COMMISSION EXPIRES:
ctober 25, 1982

Kathie D. Kimbrough, Notary Public

'Unless Farmees shall reassign the aforementioned oil and gas lease forty-five (45) days prior to the expiration of the primary term thereof, and in the absence of actual production, Farmees shall take such steps as are reasonably necessary to extend said lease under Section 17 (e) of the Mining Leasing Act of 1920, 30 U.S.C.A. par. 226 (e), by commencing and diligently prosecuting drilling operations, and paying lease delay rentals."

igned for Identification:

D. A. Moore

Beverly J. Moore

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 [X] Corporation 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.

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 3rd day of January, 1979

ATTEST: DAVID [illegible] RECORDER OF DEEDS STATE OF DELAWARE SEAL 1966

John F. McFarland
Assistant Secretary

ROBERTS AND MURPHY, INC.

Michael W. Murphy
(Assignee's Signature)
Michael W. Murphy, President

P. O. Box 7125
Shreveport, Louisiana, 71107
(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 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 [illegible] must be filed no later than fifty (50) days after [illegible] assignment.

[redacted] [redacted] [redacted]

Page 11

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 [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 12 day of January, 1979

STEPHEN NOTARY PUBLIC UNION COUNTY, ARKANSAS

Barbara Sedgwick

My Commission Expires February 3, 1981

C. H. Murphy, Jr.
(Assignee's Signature)

C. H. Murphy, Jr.

309 North Washington, Suite 200
El Dorado, Arkansas, 71730
(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 held 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 [illegible] no later than fifteen (15) days after filing assignment.

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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 [XX] Corporation -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.

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 4th day of January, 19 77

ATTEST:

Robert L. Hungerford
Assistant Secretary

MARLINE OIL CORPORATION

(Assignee's Signature)

A. B. Copland, Vice President- Exploration

630 Two Allen Center
Houston, Texas 77002

(Address, include zip code)

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

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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 held, 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.

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Form 3106-5
(November 1975)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No.
W-20594

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE
PART I

Roberts and Murphy, Inc. (18.75%)
P. O. Box 7125
Shreveport, Louisiana, 71107

C. H. Murphy, Jr. (9.375%)
309 North Washington, Suite 200
El Dorado, Arkansas, 71730

Marmik Oil Company (9.375%)
3050 First of Denver Plaza
Denver, Colorado, 80202

Marline Oil Corporation (37.5%)
630 Two Allen Center
Houston, Texas, 77002

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective *(date)* December 1, 1969, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

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

Township 39 North, Range 110 West, 6th PM
Section 5: Lots 1; 2; 3; 4; S/2 N/2; N/2 S/2; S/2 SE/4; SE/4 SW/4
Section 6: Lot 1; SE/4 NE/4
Section 8: E/2 NE/4; NW/4 NE/4
Sublette County, Wyoming

containing 798.66 acres, more or less

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.)* 2.5%

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 5.0%

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

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

Executed this 29 day of December 19 78

(Assignor's Signature)
D. A. Moore
Beverly J. Moore

1285 South Jay Street
(Assignor's Address)
Denver, Colorado, 80226
(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 173198

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

RECORDED May 10, 1979 3:45 P M
IN BOOK 57 P+S PAGE 395
FEES $14.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClaine

Assignment approved effective MAR 1 1979

By /s/ Glenna M. Lane
(Authorized Officer)
Chief, Oil & Gas Section
MAR 0 1 1979
(Title) (Date)

FOR ASSIGNOR

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 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.

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

Executed this 31st day of January, 1979

ATTEST:

John F. McFarland
Assistant Secretary

MARMIK OIL COMPANY

Michael W. Murphy
(Assignee's Signature)
Michael W. Murphy, President

3050 First of Denver Plaza
Denver, Colorado, 80202

(Address, include zip code)

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GENERAL INSTRUCTIONS

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

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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.

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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 this corporation in such matters; and (d) percentage of voting stock and percentage of [redacted] 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.

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"Unless Farmees shall reassign the aforementioned oil and gas lease forty-five (45) days prior to the expiration of the primary term thereof, and in the absence of actual production, Farmees shall take such steps as are reasonably necessary to extend said lease under Section 17 (e) of the Mining Leasing Act of 1920, 30 U.S.C.A. par. 226 (e), by commencing and diligently prosecuting drilling operations, and paying lease delay rentals."

Signed for Identification:

D. A. Moore

Beverly J. Moore

TATE OF COLORADO)
) ss
OUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public in and for said County and tate, on this 29 day of June, 1977, personally appeared D. A. Moore and Beverly Moore, to me known to be the identical persons, described in and who executed the thin and foregoing instrument of writing and acknowledged to me that they duly xecuted the same as their free and voluntary act and deed for the uses and purposes herein set forth.

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

Y COMMISSION EXPIRES:
ctober 25, 1982

Kathie D. Kimbrough, Notary Public

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 [X] Corporation 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.

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

Executed this 31st day of January, 1979

ATTEST:

John F. McFarland
Assistant Secretary

ROBERTS AND MURPHY, INC.

(Assignee's Signature)
Michael W. Murphy, President

P. O. Box 7125
Shreveport, Louisiana, 71107

(Address, include zip code)

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GENERAL INSTRUCTIONS

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

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[redacted] [redacted] [redacted]

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ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
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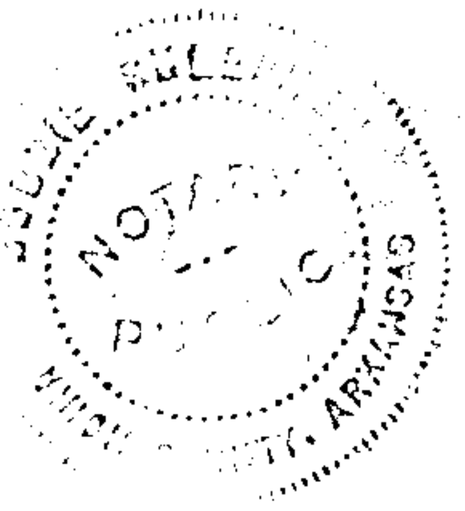
Executed this 11th day of January, 1979.



My Commission Expires January 3, 1981

E. H. Murphy, Jr.
(Assignee's Signature)

C. H. Murphy, Jr.

309 North Washington, Suite 200
El Dorado, Arkansas, 71730

(Address, include zip code)

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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 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.

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 [XX] Corporation -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.

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 February, 19 79

ATTEST:

Robert L. Hungerford
Assistant Secretary

MARLINE OIL CORPORATION

(Assignee's Signature)

A. B. Copland, Vice President- Exploration

630 Two Allen Center
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.

GENERAL INSTRUCTIONS

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.

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.

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.

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

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 [redacted] later than fifteen (15) days after fi[redacted] submitt

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 21 day March, 19 7.

by and between Jackie Mae Martin (formerly Jackie Mae Pinson) and R. Wilson Martin, wife and husband P. O. Drawer W

Las Cruces, New Mexico 8801

, hereinafter called lessor (whether one or more) and

Pan American Petroleum Corporation, Energy Center One, 717 17th. St. Denver, Co. , 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 New Mexico, described as follows, to wit:

and containing 21 acres, more or less.

It is agreed that this lease shall remain in force for a term of Five (5) years from this date and as long thereafter as oil or gas, or either of them, is produced from said land 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 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 1 day of July, 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 Merchants National Bank at Las Cruces, New Mexico, or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or deposits 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 Twenty Five and No/100 ($25.00) Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

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

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

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

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

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

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

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

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

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

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

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

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

_____ (SEAL)
_____ (SEAL)
Jackie Mae Martin (SEAL)
_____ (SEAL)

R. Wilson Martin (SEAL)
_____ (SEAL)
R. Wilson Martin, pro forma (SEAL)
_____ (SEAL)

STATE OF New Mexico } SS.
COUNTY OF Dona Ana }

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 31 day of March, 19 79 personally appeared Jackie Mae Martin and R. Wilson Martin, 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 February 22, 1982 Notary Public

(SEAL)

STATE OF _____ } SS.
COUNTY OF _____ }

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

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

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

My Commission Expires _____ Notary Public

T32 N, R111 W, 6th P.M.
Sec. 7: Lots 2,3,4, $SE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$
Sec. 8: $SW\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$
Sec. 17: $W\frac{1}{2}$, $W\frac{1}{2}E\frac{1}{2}$, $SE\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$
Sec. 18: Lots 1,2, $E\frac{1}{2}$, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$
Sec. 20: $NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$
Sec. 21: $W\frac{1}{2}$, $W\frac{1}{2}E\frac{1}{2}$, $SE\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$
Sec, 28: $NW\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$
T33 N, R111 W, 6th P.M.
Sec. 31: Lots 3,4, $SE\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$

T32 N, R112 W, 6th P.M.
Sec. 10: Lots 1,2,3
Sec. 11: Lots 1,2,3,4, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$
Sec. 12: Lots 1,2,3,4, $S\frac{1}{2}N\frac{1}{2}$, $N\frac{1}{2}S\frac{1}{2}$, $SW\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$
Sec. 13: $NE\frac{1}{4}NE\frac{1}{4}$
T33 N, R112 W, 6th P.M.
Sec. 27: $W\frac{1}{2}NE\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $S\frac{1}{2}$
Sec. 34: $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$
Sec, 35: $SW\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}$, $SE\frac{1}{4}$

_____ 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 16th day of May, 1979 at 9:00 o'clock A.M., and duly recorded in Volume 57-Old Page 401 of the records of this office

Lois J. Yarbe
County Clerk.
By Dorothy McClure
Deputy.

173276

When recorded return to

_____

_____

"RIDER"

Attached to and made a part of Oil and Gas Lease dated March 21, 1979 between Jackie R. Martin and R. Wilson Martin, as lessor, and Kenai Oil and Gas Inc., as lessee.

Anything herein to contrary notwithstanding:

Lessee agrees that if any of the lands in this lease are pooled with other lands and production is obtained, one well will not hold the entire lease beyond three (3) years from the completion date of the well; and if no well is drilled on that part of the lease not actually held by production, then lessee agrees to pay delay rentals during the primary term on that part of the lease not held by production; and if at the end of the primary term the lease is being maintained solely by the well on the pooled acreage, the lease will expire as to that part of the leasehold estate that is not within the pooled unit and lessee agrees to execute a partial release of that part of the lease not actually held within the pooled unit.

Lessor warrants title only insofar as their(her) 2.50 net mineral interest is concerned. Lessee agrees that there is an oil and gas lease presently of record from Jackie Martin as lessor to Richard B. Stevens as Lessee, the primary term of which expires on June 15, 1982. This lease dated March 21, 1979 is to become effective on the expiration of the above lease dated, June 15, 1972.

This lease is subject to the additonal bonus payment as specified in Letter Agreement dated March 21, 1979 between Lessor and Kenai Oil and Gas Inc. Which agreement shall be binding upon the lessee herein, its sucessors and assigns.

Jackie Mae Martin

R. Wilson Martin, pro forma

504

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN

U. S. OIL AND GAS LEASE

WYOMING 66562

This Overriding Royalty Assignment, made this 13th day of April, 19 79, by and between

EDNA R. GASTON

whose address is 6191 South Niagara Way, Englewood, Colorado 80110

hereinafter called Lessee; and, ROBERT W. SCOTT, 1275 Lupine Way, Genesee, Golden, Co. 80401; EUGENE A. O'BRIEN, 5461 West Kent Place, Denver, Co. 80235; SAM T. BOLTZ, JR., 16 Ivy Lane, Denver, Co. 80220 and O. L. RICKARD, 12935 Piney Lake Road, Parker, Colorado 80134

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 March 1, 19 79

bearing Serial No Wyoming 66562, of the U. S. Land & Survey Office, at Cheyenne, Wyoming 82003

Such 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, to-wit:

Township 32 North, Range 114 West, 6th P.M.
Section 13: SW¼NE¼, N½S½, SW¼SW¼, SE¼SE¼
Section 31: SE¼

containing 440.00 acres, m/l

L7340-3

NOW, Therefore, in consideration of the premises and the sum of ten and no/100ths Dollars, and other valuable consideration, receipt hereof is hereby acknowledged, the undersigned, Lessee, hereby sells, conveys, transfers, assigns and sets over unto Assignee, their heirs and assigns, an overriding royalty interest of 1% of 8/8ths EACH TO: Robert W. Scott, Eugene A. O'Brien, Sam T. Boltz, Jr. and O. L. Rickard, being a 4% of 8/8ths conveyed

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

This Overriding Royalty Assignment shall be subject to the term of the lease

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

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

Edna R. Gaston

Edna R. Gaston

Lessee

STATE OF COLORADO)
)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by

Edna R. Gaston

this 13th day of April, 1979.

Witness my hand and official seal.

NOTARY PUBLIC

Notary Public

My commission expires: [redacted]

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVE[redacted]OYALTY INTEREST IN

State of Wyoming[redacted] OIL AN[redacted]S LEASE

77-0777

This Overriding Royalty Assignment, made this 1st day of December, 19 7[illegible], by and between

BONNIE J. BROWN
300 South Greeley Highway
Cheyenne, Wyoming 82001

hose address is

reinafter called Lessee; and,

SEABROOK CORPORATION
401 Lincoln Tower Building
1860 Lincoln Street
Denver, Colorado 80295

reinafter 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 December 2 19 77

aring Serial No. 77-0777 of the U.S. Land & Survey Office, at Commissioner of Public Lands

Such 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 32 North, Range 111 West, 6th P.M.
Section 16: All

Containing 640.00 acres, more or less

[redacted] [redacted] [redacted]

NOW, Therefore, in consideration of the premises and the sum of [redacted] Dollars, and other valuable consideration, receipt reof is hereby acknowledged, the undersigned, Lessee, hereby sells, conveys, transfers, assigns and sets over unto Assignee [redacted] heirs and signs, an overriding royalty interest of Two (2) percent of eighty-eight (2% of 88%)

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 Assignee.

This Overriding Royalty Assignment shall be subject to Terms 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 reon, 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 itten.

BONNIE J. BROWN

Lessee

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by

BONNIE J. BROWN

this 1st day of December, 1978.

Witness my hand and official seal.

[illegible] SHELTON Notary
County of Laramie

Notary Public

My commission expires: [illegible]

03

06

097419

1978 JAN -4 PM 4:10

F.J. SERAFINI
COUNTY CLERK
DENVER COUNTY

167 684

CERTIFICATE OF LIMITED PARTNERSHIP

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

$12.00 1 of 1

The undersigned, desiring to form a limited partnership pursuant to the laws of the State of Colorado, certify as follows:

1. Name. The name of the partnership is: MOBIL RESOURCES CORPORATION-78.

2. Character of Business. The character of the business is to deal in (by lease, sale, purchase, farmout, dry hole or bottom hole support or otherwise), own, hold, explore, develop and operate oil, gas and other mineral properties and interests therein of all kinds and to produce, process, transport and sell the resulting products. The business shall be conducted in the United States.

3. Principal Place of Business. The location of the principal place of business is in Denver, Colorado or in such other place as may be selected from time to time by Mobil Resources, Inc.

4. Partners; Names, Places of Residence and Designation.

(a) General Partners:

Name	Residence - Principal Place of Business
Mobil Resources, Inc.	Suite 2200 633 17th Street Denver, Colorado 80202
Samuel Gary	Four Inverness Court East Englewood, Colorado 80110

(b) Limited Partners:

Helmsco, Inc.	c/o Mrs. Helen H. McLoraine 10 Longmeadow Road Winnetka, Illinois 60093

173402

RECORDED May 18, 1978 8:00 AM
IN BOOK 57 Lgl
AND 17 25 David Falk
RECORDER

167 681

Gary-Caplin Exploration-74	1101 Seventeenth Street, N.W. Washington, D.C. 20036
Jeffrey R. Power	c/o Lehman Brothers 133 Federal Street Boston, Massachusetts 02110
Gerald M. Quiat	1776 First National Bank Building Denver, Colorado 80202
D. W. Garlett	1776 First National Bank Building Denver, Colorado 80202

5. Term. The term for which the partnership is to exist is from January 1, 1978 until the partnership no longer owns any interests in oil and gas leases, or until terminated by (a) unanimous agreement of Samuel Gary and all of the limited partners, (b) withdrawal, retirement, dissolution, insolvency or bankruptcy of Webb Resources, Inc., or (c) the withdrawal, retirement, death, insolvency or bankruptcy of Samuel Gary, except that occurrence of an event described in (c) of this paragraph shall not cause a termination of the partnership if the remaining general partner agrees to continue the partnership.

6. Contributions by Limited Partners. No Limited Partner has contributed any cash or other property to the partnership; however, each Limited Partner has agreed to contribute to the partnership the amount set forth below:

Helmco, Inc.	$522,326
Gary-Caplin Exploration-74	550,000
Jeffrey R. Power	60,000
Gerald M. Quiat	99,534
D. W. Garlett	99,534

7. Additional Contributions. Except as set forth in paragraph 6, the Limited Partners are not obligated to make contributions to the capital of the partnership; however, Webb Resources, Inc. ("the Company") may request additional contributions and if any Limited Partner fails to make such

contributions, the contribution may be made by the Company, which is then entitled to the noncontributing Limited Partner's share of partnership income from the operations giving rise to the request for the additional contribution, until the Company has been credited with a net amount equal to the amount it contributed to the partnership on behalf of such noncontributing Limited Partner plus an additional 200 percent of such amount.

8. Return of Contributions. The required contributions of the Limited Partners are to be returned to them to the extent such contributions have not been spent or committed on or before December 31, 1978.

9. Limited Partner's Share in Income. Except as set forth in paragraph 7, the share of the profits which each Limited Partner shall receive by reason of his or her contribution is as set forth below:

Halmmco, Inc.	13.329303%
Gary-Caplin Exploration-74	14.035519%
Jeffrey R. Power	1.531148%
Gerald M. Quiat	2.540021%
D. W. Garlett	2.540021%

10. Substitution of Limited Partners. Any assignee, distributee, transferee or successor in interest (by conveyance, operation of law or otherwise) of the whole or any portion of a limited partner's interest in the Partnership shall have the right to become a substituted limited partner as the term is defined in the Uniform Limited Partnership Act, with the written consent of the Company and Samuel Gary and the fulfillment of the conditions described in subparagraph 15(d) of the limited partnership agreement of Webb Resources Exploration-78 dated as of January 1, 1978.

11. Additional Limited Partners. Additional Limited

Partners may from time to time be admitted to the partnership with the consent of all partners.

12. Priorities Among Limited Partners. No right is given to the Limited Partners for priority over other Limited Partners as to contributions or as to compensation by way of income.

13. Continuation of Partnership. The right to continue the business of the partnership on the withdrawal, retirement, dissolution, insolvency or bankruptcy of the Company is not given. The partnership may be continued upon the withdrawal, retirement, death, insolvency or bankruptcy of Samuel Gary if the remaining general partner agrees to continue the partnership.

14. Right to Receive Property Other Than Cash. Upon dissolution each Limited Partner has the right to demand and receive property other than cash in return for his or her contribution.

This certificate has been signed and sworn to by Samuel Gary and each of the Limited Partners pursuant to a power of attorney in favor of Webb Resources, Inc. contained in the Webb Resources Exploration-78 Agreement of Limited Partnership, a copy of which is on file at the office of the partnership.

Dated: Denver, Colorado
January 4, 1978

Secretary

General Partners

WEBB RESOURCES, INC.

By _____
President

Samuel Gary

By WEBB RESOURCES, INC.,
his attorney-in-fact

By _____
President

197 687

Limited Partners

Helmmco, Inc.

Gary-Caplin Exploration-74

Jeffrey R. Power

Gerald M. Quiat

D. W. Garlett

By WEBB RESOURCES, INC.,
their attorney-in-fact

By: _____
President

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

Before me, Nancy K. Atkins, a notary public in and for said County and State this 4th day of January, 1978 personally appeared Robert T. Birdsong, President of Webb Resources, Inc., a Colorado corporation and a general partner of Webb Resources Exploration-78, who is personally known to me to be the person who signed the foregoing document and acknowledged the same to be his free act and deed. The said Robert T. Birdsong being first duly sworn, states, by his execution of the foregoing document, that the statements contained therein are true to the best of his knowledge, information and belief.

Subscribed, acknowledged and sworn to before me this 4th day of January, 1978.

Witness my hand and official seal.

My commission expires: My Commission expires Nov. 22, 1981

_____
Notary Public

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

Before me, Nancy K. Atkins, a notary public in and for said County and State this 4th day of January, 1978 personally appeared Robert T. Birdsong, President of Webb Resources, Inc., a Colorado corporation, who is personally known to me to be the person who signed the foregoing document and acknowledged the same to be his free act and deed on behalf of and pursuant to a power of attorney given in the Webb Resources Exploration-78 Agreement of Limited Partnership dated as of January 1, 1978, by each

of the following general or limited partners of Webb Resources Exploration-78: Samuel Gary, Helmmco, Inc., Gary-Caplin Exploration-74, Jeffrey R. Power, Gerald M. Quiat and D. W. Garlett. The said Robert T. Birdsong being first duly sworn, states by his execution of the foregoing document on behalf of Webb Resources, Inc., as attorney-in-fact for each of the aforesaid general or limited partners, that the statements contained therein are true to the best of his, her or its knowledge, information and belief.

Subscribed, acknowledged and sworn to before me this 4th day of January, 1978 by the said Robert T. Birdsong as President of Webb Resources, Inc., on behalf of and as attorney-in-fact for each of the aforesaid general or limited partners.

Witness my hand and official seal.

My commission expires: My Commission expires Nov. 22, 1981

Mary K.
Notary Public

CITY AND COUNTY OF DENVER

STATE OF COLORADO

Certification

I, F. J. Serafini, Clerk and Recorder of the City and County of Denver, State of Colorado, do hereby certify that the attached is a full, true, and complete copy.

Recorded in Book No. 161 *at Page No.* 1-68

I have hereunto set my hand and affixed the Seal of the City and County of Denver, State of Colorado,

this 27th *day of* April *A. D.* 1979

F. J. Serafini

Clerk and Recorder

_____

Deputy

065405

78 DEC 28 PM 3:11

F.J. SERAFINI
COUNTY CLERK
DENVER COUNTY

187 687

FIRST AMENDMENT TO
CERTIFICATE OF LIMITED
PARTNERSHIP OF
WEBB RESOURCES EXPLORATION - 78

The undersigned, having formed a limited partnership pursuant to the laws of the State of Colorado, hereby amend paragraphs 4,5,8 and 9 of the Certificate of Limited Partnership of Webb Resources-78, to read in their entirety as follows:

4. Partners: Names, Places of Residence and Designation.

(a) General Partners:

NAME	RESIDENCE-- PRINCIPAL PLACE OF BUSINESS
Webb Resources, Inc.	Suite 2200 633 Seventeenth Street Denver, Colorado 80202
Samuel Gary	Four Inverness Court East Englewood, Colorado 80110

(b) Limited Partners:

Helen M. McLoraine	10 Longmeadow Road Winnetka, Illinois 60093
Gary-Caplin Exploration-74	1101 Seventeenth Street N.W. Washington, D.C. 20036
Jeffrey R. Power	c/o Lehman Brothers 133 Federal Street Boston, Massachusetts 02110
Gerald M. Quiat	1776 First National Bank Building Denver, Colorado 80202
D. W. Garlett	1776 First National Bank Building Denver, Colorado 80202

5. Term. The term for which the partnership is to exist is from January 1, 1978 until the partnership no longer owns any interests in oil and gas leases, or until terminated by (a) unanimous agreement of all of the partners, (b) withdrawal, retirement, dissolution, insolvency or bankruptcy of Webb Resources, Inc., or (c) the withdrawal, retirement, death, insolvency or bankruptcy of Samuel Gary, except that occurrence of an event described in (c) of this paragraph shall not cause a termination of the partnership

173403

RECORDED May 18 1979 8:00 A.M.
IN BOOK 57 & O. AT PAGE 413
RECEIVED FROM Land Title
SUBSCRIBED COUNTY CLERK AND EX-OFFICIO CLERK

187 687

413

if the remaining general partner agrees to continue the partnership.

6. Contributions by Limited Partners. Each Limited Partner has contributed to the partnership, in cash, the amount set forth under "1978" below and has agreed to contribute to the partnership the amount set forth under "1979" below:

	1978	1979
Helen M. McLoraine (substituted limited partner - includes contributions made by Helmmco, Inc.)	$522,326	$569,810
Gary-Caplin Exploration-74	550,000	600,000
Jeffrey R. Power	60,000	65,455
Gerald M. Quiat	99,534	108,583
D. W. Garlett	99,534	108,583

8. Return of Contributions. The required contributions of the Limited Partners are to be returned to them to the extent such contributions have not been spent or committed on or before December 31, 1979.

9. Limited Partners' Share in Income. Except as set forth in paragraph 7, the share of the profits which each Limited Partner shall receive by reason of his or her contribution is as set forth below:

Helen M. McLoraine	13.329303%
Gary-Caplin Exploration-74	14.035519%
Jeffrey R. Power	1.531148%
Gerald M. Quiat	2.540021%
D. W. Garlett	2.540021%

This amendment has been signed and sworn to be Samuel Gary and each of the Limited Partners pursuant to a power of attorney in favor of Webb Resources, Inc. contained in the Webb Resources Exploration-78 Second Amended Agreement of Limited Partnership, a copy of which is on file at the offices of the partnership.

Executed this 29th day of December, 1978.

General Partners

ATTEST:

WEBB RESOURCES, INC.

Assistant Secretary

By
Charles K. Lowe
Senior Vice President

Samuel Gary

By WEBB RESOURCES, INC.,
his attorney-in-fact

By
Charles K. Lowe
Senior Vice President

Limited Partners

Helen M. McLoraine

Gary-Caplin Exploration-74

Jeffrey R. Power

Gerald M. Quiat

D. W. Garlett

By WEBB RESOURCES, INC.,
their attorney-in-fact

By
Charles K. Lowe
Senior Vice President

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

Before me, Myrtle J. Oriel, a notary public in and for said County and State this ___ day of December, 1978 personally appeared Charles K. Lowe, Senior Vice President of Webb Resources, Inc., a Colorado corporation and a general partner of Webb Resources Exploration-78, who is personally known to me to be the person who signed the foregoing document and acknowledged the same to be his free act and deed. The said Charles K. Lowe being first duly sworn, states, by his execution of the foregoing document, that the statements contained therein are true to the best of his knowledge, information and belief.

Subscribed, acknowledged and sworn to before me this 29th day of December, 1978.

Witness my hand and official seal.

My commission expires: Feb. 20, 1979

Myrtle J. Oriel
Notary Public

187 689

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

Before me, Myrtle J. Oriel, a notary public in and for said County and State this 29th day of December, 1978 personally appeared Charles K. Lowe, Senior Vice President of Webb Resources, Inc., a Colorado corporation who is personally known to me to be the person who signed the foregoing document and acknowledged the same to be his free act and deed on behalf of and pursuant to a power of attorney given in the Webb Resources Exploration-78 Agreement of Limited Partnership dated as of January 1, 1978, by each of the following general or limited partners of Webb Resources Exploration-78: Samuel Gary, Helen M. McLoraine, Gary-Caplin Exploration-74, Jeffrey R. Power, Gerald M. Quiat and D. W. Garlett. The said Charles K. Lowe being first duly sworn, states by his execution of the foregoing document on behalf of Webb Resources, Inc., as attorney-in-fact for each of the aforesaid general or limited partners, that the statements contained therein are true to the best of his knowledge.

Subscribed, acknowledged and sworn to before me this 29th day of December, 1978 by the said Charles K. Lowe as Senior Vice President of Webb Resources, Inc., on behalf of and as attorney-in-fact for each of the aforesaid general or limited partners.

Witness my hand and official seal.

My commission expires: Feb. 20, 1979

Myrtle J. Oriel
Notary Public

CITY AND COUNTY OF DENVER

STATE OF COLORADO

Certification

I, F. J. Serafini, Clerk and Recorder in and for the City and County of Denver, State of Colorado, do hereby certify that the attached is a full, true, and correct copy.

Recorded in Book No. 217 at Page 510

I have hereunto set my hand and affixed the Seal of the City and County of Denver, State of Colorado,

this 27th day of April A. D. 1972

F. J. Serafini

Clerk and Recorder

Deputy

018468

418

SECOND AMENDMENT TO

CERTIFICATE OF LIMITED PARTNERSHIP

OF

WEBB RESOURCES EXPLORATION-78

The undersigned, having formed a limited partnership pursuant to the laws of the State of Colorado, hereby amend the Certificate of Limited Partnership, as amended, as follows to provide for the substitution of Mortimer M. Caplin, whose address is 1101 Seventeenth Street, N.W., Washington, D.C. 20036, for Gary-Caplin Exploration-74 as a limited partner, effective January 1, 1979, and to change the amount of cash contributions to be made by the limited partners to the partnership in 1979, effective March 1, 1979:

1. In each place in the Certificate of Limited Partnership, as amended, where the name Gary-Caplin Exploration-74 appears (paragraphs 4,6 and 9), the name Mortimer M. Caplin is hereby substituted.

2. Paragraph 6 is hereby amended in its entirety to read as follows:

	1978	1979
Helen M. McLoraine (substituted limited partner - includes contributions made by Helmmco, Inc.)	$522,326	$ 94,968
Mortimer M. Caplin (substituted limited partner - includes contributions made by Gary-Caplin Exploration-74)	550,000	100,000
Jeffrey R. Power	60,000	10,909
Gerald M. Quiat	99,534	18,097
D. W. Garlett	99,534	18,097

This Amendment is signed and sworn to this 17th day of April, 1979.

General Partners

ATTEST:

WEBB RESOURCES, INC.

Estelle Quiat
Secretary

By
Charles K. Lowe
Senior Vice President

Samuel Gary

By WEBB RESOURCES, INC.,
his attorney-in-fact

By
Charles K. Lowe
Senior Vice President

173404

RECORDED May 18 1979 8:00 A M
IN BOOK 57 Misc PAGE 418
FEES $11.00 Lois Q. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Assigning Limited Partner

Gary-Caplin Exploration-74

By WEBB RESOURCES, INC.,
its attorney-in-fact

By _____
Charles K. Lowe
Senior Vice President

Limited Partners

Helen M. McLoraine

Mortimer M. Caplin

Jeffrey R. Power

Gerald M. Quiat

D. W. Garlett

By WEBB RESOURCES, INC.,
their attorney-in-fact

By _____
Charles K. Lowe
Senior Vice President

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

Before me, _____, a notary public in and for said County and State this 24 day of April, 1979 personally appeared Charles K. Lowe, Senior Vice President of Webb Resources, Inc., a Colorado corporation and a general partner of Webb Resources Exploration-73, who is personally known to me to be the person who signed the foregoing document and acknowledged the same to be his free act and deed. The said Charles K. Lowe being first duly sworn, states, by his execution of the foregoing document, that the statements contained therein are true to the best of his knowledge, information and belief.

Subscribed, acknowledged and sworn to before me this 24 day of April, 1979.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

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

Before me, _____, a notary public in and for said County and State this ___ day of April, 1979 personally appeared Charles K. Lowe, Senior Vice President of Webb Resources, Inc., a Colorado corporation who is personally known to me to be the person who signed the foregoing document and acknowledged the same to be his free act and deed on behalf of and pursuant to a power of attorney given in the Webb Resources Exploration-73 Agreement of Limited Partnership dated as of January 1, 1973, by each of the following general, limited and assigning limited partners of Webb Resources Exploration-73: Samuel Gary, Helen M. McLoraine, Mortimer M. Caplin, Jeffrey R. Power, Gerald M. Quiat, D. W. Garlett and Gary-Caplin Exploration-74. The said Charles K. Lowe being first duly sworn, states by his execution of the foregoing document on behalf of Webb Resources, Inc., as attorney-in-fact for each of the aforesaid general, limited and assigning limited partners, that the statements contained therein are true to the best of his knowledge.

Subscribed, acknowledged and sworn to before me this ___ day of April, 1979 by the said Charles K. Lowe as Senior Vice President of Webb Resources, Inc., on behalf of and as attorney-in-fact for each of the aforesaid general limited and assigning limited partners.

Witness my hand and official seal.

My commission expires:

_____
Notary Public

CITY AND COUNTY OF DENVER

STATE OF COLORADO

Certification

I, F.J.Serafini, *Clerk and Recorder of the City and County of Denver, State of Colorado, do hereby certify that the attached is a full, true, and complete copy.*

Recorded in Book No. 198 *at Page No.* 103-105

I have hereunto set my hand and affixed the Seal of the City and County of Denver, State of Colorado,

this 27th *day of* April *A. D.* 1976

F. J. Serafini

Clerk and Recorder

Deputy

61 C/R

421

422

UNIT AGREEMENT

FOR THE DEVELOPMENT AND OPERATION

OF THE

BACON RIDGE UNIT AREA

COUNTY OF SUBLETTE

STATE OF WYOMING

No. _____

THIS AGREEMENT, entered into as of the 22nd day of July, 1977, by and between the parties subscribing, ratifying, or consenting hereto, and hereinafter referred to as the "parties hereto".

WITNESSETH:

WHEREAS the parties hereto are the owners of working, royalty, or other oil and gas interests in the unit area subject to this agreement; and

WHEREAS the Mineral Leasing Act of February 25, 1920, 41 Stat. 437, as amended, 30 U. S. C. Sec. 181 et seq., authorizes Federal lessees and their representatives to unite with each other, or jointly or separately with others, in collectively adopting and operating a cooperative or unit plan of development or operation of any oil or gas pool, field, or like area, or any part thereof for the purpose of more properly conserving the natural resources thereof whenever determined and certified by the Secretary of the Interior to be necessary or advisable in the public interest; and

WHEREAS the parties hereto hold sufficient interests in the Bacon Ridge Unit Area covering the land hereinafter described to give reasonably effective control of operations therein; and

WHEREAS it is the purpose of the parties hereto to conserve natural resources, prevent waste, and secure other benefits obtainable through development and operation of the area subject to this agreement under the terms, conditions, and limitations herein set forth;

NOW, THEREFORE, in consideration of the premises and the promises herein contained, the parties hereto commit to this agreement their respective interests in the below-defined unit area, and agree severally among themselves as follows:

1. ENABLING ACT AND REGULATIONS. The Mineral Leasing Act of February 25, 1920, as amended, supra, and all valid pertinent regulations, including operating and unit plan regulations, heretofore issued thereunder or valid, pertinent and reasonable regulations hereafter issued thereunder are accepted and made a part of this agreement as to Federal lands, provided such regulations are not inconsistent with the terms of this agreement; and as to non-Federal lands, the oil and gas operating regulations in effect as of the effective date hereof governing drilling and producing operations, not inconsistent with the terms hereof or the laws of the State in which the non-Federal land is located, are hereby accepted and made a part of this agreement.

2. UNIT AREA. The area specified on the map attached hereto, marked Exhibit "A", is hereby designated and recognized as constituting the unit area, containing 18,473.87 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

L73405

RECORDED May 18, 1978 8:00 A.M.
IN BOOK 57 Misc
FEES $4.00 Lois J Yde
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

of oil and gas interests in all land in the unit area. However, nothing herein or in said schedule or map shall be construed as a representation by any party hereto as to the ownership of any interest other than such interest or interests as are shown in said map or schedule as owned by such party. Exhibits "A" and "B" shall be revised by the Unit Operator whenever changes in the unit area render such revision necessary, or when requested by the Oil and Gas Supervisor, hereinafter referred to as "Supervisor" and not less than five copies of the revised Exhibits shall be filed with the Supervisor.

The above-described unit area shall when practicable be expanded to include therein any additional lands or shall be contracted to exclude lands whenever such expansion or contraction is deemed to be necessary or advisable to conform with the purposes of this agreement. Such expansion or contraction shall be effected in the following manner:

(a) Unit Operator, on its own motion or on demand of the Director of the Geological Survey, hereinafter referred to as "Director" after preliminary concurrence by the Director, shall prepare a notice of proposed expansion or contraction describing the contemplated changes in the boundaries of the unit area, the reasons therefor, and the proposed effective date thereof, preferably the first day of a month subsequent to the date of notice.

(b) Said notice shall be delivered to the Supervisor, and copies thereof mailed to the last known address of each working interest owner, lessee, and lessor whose interests are affected, advising that 30 days will be allowed for submission to the Unit Operator of any objections.

(c) Upon expiration of the 30-day period provided in the preceding item (b) hereof, Unit Operator shall file with the Supervisor evidence of mailing of the notice of expansion or contraction and a copy of any objections thereto which have been filed with the Unit Operator, together with an application in sufficient number, for approval of such expansion or contraction and with appropriate joinders.

(d) After due consideration of all pertinent information, the expansion or contraction shall, upon approval by the Supervisor, become effective as of the date prescribed in the notice thereof.

(e) All legal subdivisions of land (i.e., 40 acres by Government survey or its nearest lot or tract equivalent; in instances of irregular surveys unusually large lots or tracts shall be considered in multiples of 40 acres or the nearest aliquot equivalent thereof), no parts of which are entitled to be in a participating area on or before the fifth anniversary of the effective date of the first initial participating area established under this unit agreement, shall be eliminated automatically from this agreement, effective as of said fifth anniversary, and such lands shall no longer be a part of the unit area and shall no longer be subject to this agreement, unless diligent drilling operations are in progress on unitized lands not entitled to participation on said fifth anniversary, in which event all such lands shall remain subject hereto for so long as such drilling operations are continued diligently, with not more than 90 days' time elapsing between the completion of one such well and the commencement of the next such well. All legal subdivisions of lands not entitled to be in a participating area within 10 years after the effective date of the first initial participating area approved under this agreement shall be automatically eliminated from this agreement as of said tenth anniversary. All lands proved productive by diligent drilling operations after the aforesaid five-year period shall become participating in the same manner as during said five-year period. However, when such diligent drilling operations cease, all non-participating lands shall be automatically eliminated effective as of the 91st day thereafter. The unit operator shall within 90 days after the effective date of any elimination hereunder, describe the area so eliminated to the satisfaction of the Supervisor and promptly notify all parties in interest.

If conditions warrant extension of the 10-year period specified in this subsection 2(e), a single extension of not to exceed 2 years may be accomplished by consent of the owners of 90% of the working interests in the current non-participating unitized lands and the owners of 60% of the basic royalty interests (exclusive of the basic royalty interests of the

United States) in nonparticipating unitized lands with approval of the Director, provided such extension application is submitted to the Director not later than 60 days prior to the expiration of said 10-year period.

Any expansion of the unit area pursuant to this section which embraces lands theretofore eliminated pursuant to this subsection 2(e) shall not be considered automatic commitment or recommitment of such lands.

3. UNITIZED LAND AND UNITIZED SUBSTANCES. All land committed to this agreement shall constitute land referred to herein as "unitized land" or "land subject to this agreement." All oil and gas in any and all formations of the unitized land are unitized under the terms of this agreement and herein are called "unitized substances."

4. UNIT OPERATOR. Davis Oil Company is hereby designated as Unit Operator and by signature hereto as Unit Operator agrees and consents to accept the duties and obligations of Unit Operator for the discovery, development, and production of unitized substances as herein provided. Whenever reference is made herein to the Unit Operator, such reference means the Unit Operator acting in that capacity and not as an owner of interest in unitized substances, and the term "working interest owner" when used herein shall include or refer to Unit Operator as the owner of a working interest when such an interest is owned by it.

5. RESIGNATION OR REMOVAL OF UNIT OPERATOR. Unit Operator shall have the right to resign at any time prior to the establishment of a participating area or areas hereunder, but such resignation shall not become effective so as to release Unit Operator from the duties and obligations of Unit Operator and terminate Unit Operator's rights as such for a period of 6 months after notice of intention to resign has been served by Unit Operator on all working interest owners and the Supervisor, and until all wells then drilled hereunder are placed in a satisfactory condition for suspension or abandonment whichever is required by the Supervisor, unless a new Unit Operator shall have been selected and approved and shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of said period.

Unit Operator shall have the right to resign in like manner and subject to like limitations as above provided at any time a participating area established hereunder is in existence, but, in all instances of resignation or removal, until a successor unit operator is selected and approved as hereinafter provided, the working interest owners shall be jointly responsible for performance of the duties of unit operator, and shall not later than 30 days before such resignation or removal becomes effective appoint a common agent to represent them in any action to be taken hereunder.

The resignation of Unit Operator shall not release Unit Operator from any liability for any default by it hereunder occurring prior to the effective date of its resignation.

The Unit Operator may, upon default or failure in the performance of its duties or obligations hereunder, be subject to removal by the same percentage vote of the owners of working interests as herein provided for the selection of a new Unit Operator. Such removal shall be effective upon notice thereof to the Supervisor.

The resignation or removal of Unit Operator under this agreement shall not terminate its right, title, or interest as the owner of a working interest or other interest in unitized substances, but upon the resignation or removal of Unit Operator becoming effective, such Unit Operator shall deliver possession of all wells, equipment, materials, and appurtenances used in conducting the unit operations to the new duly qualified successor Unit Operator or to the common agent, if no such new Unit Operator is elected, to be used for the purpose of conducting unit operations hereunder. Nothing herein shall be construed as authorizing removal of any material, equipment and appurtenances needed for the preservation of any wells.

6. SUCCESSOR UNIT OPERATOR. Whenever the Unit Operator shall tender his or its resignation as Unit Operator or shall be removed as hereinabove

provided, or a change of Unit Operator is negotiated by working interest owners, the owners of the working interests in the participating area or areas according to their respective acreage interests in such participating area or areas, or, until a participating area shall have been established, the owners of the working interests according to their respective acreage interests in all unitized land, shall by majority vote select a successor Unit Operator: Provided, that, if a majority but less than 75 percent 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 purpose herein specified.

9. DRILLING TO DISCOVERY. Within 6 months after the effective date hereof, the Unit Operator shall begin to drill an adequate test well at a location approved by the Supervisor, unless on such effective date a well is being drilled conformably with the terms hereof, and thereafter continue such drilling diligently until the upper 500 feet of the Milliard

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 11,800 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 quantities in the formation drilled hereunder. Nothing in this section shall be deemed to limit the right of the Unit Operator to resign as provided in Section 5, hereof, or as requiring Unit Operator to commence or continue any drilling during the period pending such resignation becoming effective in order to comply with the requirements of this section. The Supervisor may modify the drilling requirements of this section by granting reasonable extensions of time when, in his opinion, such action is warranted.

Upon failure to commence any well provided for in this section within the time allowed, including any extension of time granted by the Supervisor, this agreement will automatically terminate; upon failure to continue drilling diligently any well commenced hereunder, the Supervisor may, after 15 days notice to the Unit Operator, declare this unit agreement terminated.

10. PLAN OF FURTHER DEVELOPMENT AND OPERATION. Within 6 months after completion of a well capable of producing unitized substances in paying quantities, the Unit Operator shall submit for the approval of the Supervisor an acceptable plan of development and operation for the unitized land which, when approved by the Supervisor, shall constitute the further drilling and operating obligations of the Unit Operator under this agreement for the period specified therein. Thereafter, from time to time before the expiration of any existing plan, the Unit Operator shall submit for the approval of the Supervisor a plan for an additional specified period for the development and operation of the unitized land.

Any plan submitted pursuant to this section shall provide for the exploration of the unitized area and for the diligent drilling necessary for determination of the area or areas thereof capable of producing unitized substances in paying quantities in each and every productive formation and shall be as complete and adequate as the Supervisor may determine to be necessary for timely development and proper conservation of the oil and gas resources of the unitized area and shall:

(a) specify the number and locations of any wells to be drilled and the proposed order and time for such drilling; and

(b) to the extent practicable specify the operating practices regarded as necessary and advisable for proper conservation of natural resources.

Separate plans may be submitted for separate productive zones, subject to the approval of the Supervisor.

Plans shall be modified or supplemented when necessary to meet changed conditions or to protect the interests of all parties to this agreement. Reasonable diligence shall be exercised in complying with the obligations of the approved plan of development. The Supervisor is authorized to grant a reasonable extension of the 6 month period herein prescribed for submission of an initial plan of development where such action is justified because of unusual conditions or circumstances. After completion hereunder of a well capable of producing any unitized substance in paying quantities, no further wells, except such as may be necessary to afford protection against operations not under this agreement and such as may be specifically approved by the Supervisor, shall be drilled except in accordance with a plan of development approved as herein provided.

11. PARTICIPATION AFTER DISCOVERY. Upon completion of a well capable of producing unitized substances in paying quantities or as soon thereafter as

required by the Supervisor, the Unit Operator shall submit for approval by the Supervisor a schedule, based on subdivisions of the public-land survey or aliquot parts thereof, of all land then regarded as reasonably proved to be productive in paying quantities; all lands in said schedule on approval of the Supervisor to constitute a participating area, effective as of the date of completion of such well or the effective date of this unit agreement, whichever is later. The acreages of both Federal and non-Federal lands shall be based upon appropriate computations from the courses and distances shown on the last approved public-land survey as of the effective date of each initial participating area. Said schedule shall also set forth the percentage of unitized substances to be allocated as herein provided to each tract in the participating area so established, and shall govern the allocation of production commencing with the effective date of the participating area. A separate participating area shall be established for each separate pool or deposit of unitized substances or for any group thereof which is produced as a single pool or zone, and any two or more participating areas so established may be combined into one, on approval of the Supervisor. When production from two or more participating areas, so established, is subsequently found to be from a common pool or deposit said participating areas shall be combined into one effective as of such appropriate date as may be approved or prescribed by the Supervisor. The participating area or areas so established shall be revised from time to time, subject to like approval, to include additional land then regarded as reasonably proved to be productive in paying quantities or necessary for unit operations, or to exclude land then regarded as reasonably proved not to be productive in paying quantities and the schedule of allocation percentages shall be revised accordingly. The effective date of any revision shall be the first of the month in which is obtained the knowledge or information on which such revision is predicated, provided, however, that a more appropriate effective date may be used if justified by the Unit Operator and approved by the Supervisor. No land shall be excluded from a participating area on account of depletion of the unitized substances, except that any participating area established under the provisions of this unit agreement shall terminate automatically whenever all completions in the formation on which the participating area is based are abandoned.

It is the intent of this section that a participating area shall represent the area known or reasonably estimated to be productive in paying quantities; but, regardless of any revision of the participating area, nothing herein contained shall be construed as requiring any retroactive adjustment for production obtained prior to the effective date of the revision of the participating area.

In the absence of agreement at any time between the Unit Operator and the Supervisor as to the proper definition or redefinition of a participating area, or until a participating area has, or areas have, been established as provided herein, the portion of all payments affected thereby shall be impounded in a manner mutually acceptable to the owners of working interests and the Supervisor. Royalties due the United States shall be determined by the Supervisor and the amount thereof shall be deposited, as directed by the Supervisor, to be held as unearned money until a participating area is finally approved and then applied as earned or returned in accordance with a determination of the sum due as Federal royalty on the basis of such approved participating area.

Whenever it is determined, subject to the approval of the Supervisor, that a well drilled under this agreement is not capable of production in paying quantities and inclusion of the land on which it is situated in a participating area is unwarranted, production from such well shall, for the purposes of settlement among all parties other than working interest owners, be allocated to the land on which the well is located unless such land is already within the participating area established for the pool or deposit from which such production is obtained. Settlement for working interest benefits from such a well shall be made as provided in the unit operating agreement.

12. ALLOCATION OF PRODUCTION. All unitized substances produced from each participating area established under this agreement, except any part thereof used in conformity with good operating practices within the unitized area for drilling, operating, camp and other production or development purposes, for repressuring, or 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 in any particular part or tract of said participating area. If any gas produced from one participating area is used for repressuring or recycling purposes in another participating area, the first gas withdrawn from such last-mentioned participating area for sale during the life of this agreement shall be considered to be the gas so transferred until an amount equal to that transferred shall be so produced for sale and such gas shall be allocated to the participating area from which initially produced as such area was last defined at the time of such final production.

13. DEVELOPMENT OR OPERATION OF NON-PARTICIPATING LAND OR FORMATIONS. Any party hereto owning or controlling the working interest in any unitized land having thereon a regular well location may with the approval of the Supervisor, at such party's sole risk, costs, and expense, drill a well to test any formation for which a participating area has not been established or to test any formation for which a participating area has been established if such location is not within said participating area, unless within 90 days of receipt of notice from said party of his intention to drill the well the Unit Operator elects and commences to drill such a well in like manner as other wells are drilled by the Unit Operator under this agreement.

If any well drilled as aforesaid by a working interest owner results in production such that the land upon which it is situated may properly be included in a participating area, such participating area shall be established or enlarged as provided in this agreement and the well shall thereafter be operated by the Unit Operator in accordance with the terms of this agreement and the unit operating agreement.

If any well drilled as aforesaid by a working interest owner obtains production in quantities insufficient to justify the inclusion of the land upon which such well is situated in a participating area, such well may be operated and produced by the party drilling the same subject to the conservation requirements of this agreement. The royalties in amount or value of production from any such well shall be paid as specified in the underlying lease and agreements affected.

14. ROYALTY SETTLEMENT. The United States and any State and any royalty owner who, is entitled to take in kind a share of the substances now unitized hereunder shall hereafter be entitled to the right to take in kind its share of the unitized substances, and Unit Operator, or the working interest owner in case of the operation of a well by a working interest owner as herein provided for in special cases, shall make deliveries of such royalty share taken in kind in conformity with the applicable contracts, laws, and regulations. Settlement for royalty interest not taken in kind shall be made by working interest owners responsible therefor under existing contracts, laws and regulations, or by the Unit Operator, on or before the last day of each month for unitized substances produced during the preceding calendar month; provided, however, that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any royalties due under their leases.

If gas obtained from lands not subject to this agreement is introduced into any participating area hereunder, for use in repressuring, stimulation of production, or increasing ultimate recovery, in conformity with a plan of operations approved by the Supervisor, a like amount of gas, after settlement as herein provided for any gas transferred from any other participating area and with appropriate deduction for loss from any cause, may be withdrawn from

the formation into which the gas is introduced, royalty free as to dry gas, but not as to any products which may be extracted therefrom; provided that such withdrawal shall be at such time as may be provided in the approved plan of operations or as may otherwise be consented to by the Supervisor as conforming to good petroleum engineering practice; and provided further, that such right of withdrawal shall terminate on the termination of this unit agreement.

Royalty due the United States shall be computed as provided in the operating regulations and paid in value or delivered in kind as to all unitized substances on the basis of the amounts thereof allocated to unitized Federal land as provided herein at the rates specified in the respective Federal leases, or at such lower rate or rates as may be authorized by law or regulation; provided, that for leases on which the royalty rate depends on the daily average production per well, said average production shall be determined in accordance with the operating regulations as though each participating area were a single consolidated lease.

15. RENTAL SETTLEMENT. Rental or minimum royalties due on leases committed hereto shall be paid by working interest owners responsible therefor under existing contracts, laws, and regulations, provided that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any rental or minimum royalty due under their leases. Rental or minimum royalty for lands of the United States subject to this agreement shall be paid at the rate specified in the respective leases from the United States unless such rental or minimum royalty is waived, suspended, or reduced by law or by approval of the Secretary or his duly authorized representative.

With respect to any lease on non-Federal land containing provisions which would terminate such lease unless drilling operations are commenced upon the land covered thereby within the time therein specified or rentals are paid for the privilege of deferring such drilling operations, the rentals required thereby shall, notwithstanding any other provision of this agreement, be deemed to accrue and become payable during the term thereof as extended by this agreement and until the required drilling operations are commenced upon the land covered thereby or until some portion of such land is included within a participating area.

16. CONSERVATION. Operations hereunder and production of unitized substances shall be conducted to provide for the most economical and efficient recovery of said substances without waste, as defined by or pursuant to State or Federal law or regulation.

17. DRAINAGE. The Unit Operator shall take such measures as the Supervisor deems appropriate and adequate to prevent drainage of unitized substances from unitized land by wells on land not subject to this agreement.

18. LEASES AND CONTRACTS CONFORMED AND EXTENDED. The terms, conditions, and provisions of all leases, subleases, and other contracts relating to exploration, drilling, development, or operation for oil or gas on lands committed to this agreement are hereby expressly modified and amended to the extent necessary to make the same conform to the provisions hereof, but otherwise to remain in full force and effect; and the parties hereto hereby consent that the Secretary shall and by his approval hereof, or by the approval hereof by his duly authorized representative, does hereby establish, alter, change, or revoke the drilling, producing, rental, minimum royalty, and royalty requirements of Federal leases committed hereto and the regulations in respect thereto to conform said requirements to the provisions of this agreement, and, without limiting the generality of the foregoing, all leases, subleases, and contracts are particularly modified in accordance with the following:

(a) The development and operation of lands subject to this agreement under the terms hereof shall be deemed full performance of all obligations for development and operation with respect to each and every separately owned tract subject to this agreement, regardless of whether there is any development of any particular tract of the unit area.

(b) Drilling and producing operations performed hereunder upon any tract of unitized lands will be accepted and deemed to be performed upon and for the benefit of each and every tract of unitized land, and no lease shall be deemed to expire by reason of failure to drill or produce wells situated on the land therein embraced.

(c) Suspension of drilling or producing operations on all unitized lands pursuant to direction or consent of the Secretary or his duly authorized representative shall be deemed to constitute such suspension pursuant to such direction or consent as to each and every tract of unitized land. A suspension of drilling or producing operations limited to specified lands shall be applicable only to such lands.

(d) Each lease, sublease or contract relating to the exploration, drilling, development or operation for oil or gas of lands other than those of the United States committed to this agreement, which, by its terms might expire prior to the termination of this agreement, is hereby extended beyond any such terms so provided therein so that it shall be continued in full force and effect for and during the term of this agreement.

(e) Any Federal lease for a fixed term of twenty (20) years or any renewal thereof or any part of such lease which is made subject to this agreement shall continue in force beyond the term provided therein until the termination hereof. Any other Federal lease committed hereto shall continue in force beyond the term so provided therein or by law as to the land committed so long as such lease remains subject hereto, provided that production is had in paying quantities under this unit agreement prior to the expiration date of the term of such lease, or in the event actual drilling operations are commenced on unitized land, in accordance with the provisions of this agreement, prior to the end of the primary term of such lease and are being diligently prosecuted at that time, such lease shall be extended for two years and so long thereafter as oil or gas is produced in paying quantities in accordance with the provisions of the Mineral Leasing Act Revision of 1960.

(f) Each sublease or contract relating to the operation and development of unitized substances from lands of the United States committed to this agreement, which by its terms would expire prior to the time at which the underlying lease, as extended by the immediately preceding paragraph, will expire, is hereby extended beyond any such term so provided therein so that it shall be continued in full force and effect for and during the term of the underlying lease as such term is herein extended.

(g) The segregation of any Federal lease committed to this agreement is governed by the following provision in the fourth paragraph of Sec. 17(j) of the Mineral Leasing Act, as amended by the Act of September 2, 1960, (74 Stat. 781-784): "Any (Federal) lease heretofore or hereafter committed to any such (unit) plan embracing lands that are in part within and in part outside of the area covered by any such plan shall be segregated into separate leases as to the lands committed and the lands not committed as of the effective date of unitization: Provided, however, that any such lease as to the non-unitized portion shall continue in force and effect for the term thereof but for not less than two years from the date of such segregation and so long thereafter as oil or gas is produced in paying quantities."

(h) Any lease, other than a Federal lease, having only a portion of its lands committed hereto shall be segregated as to the portion committed and the portion not committed, and the provisions of such lease shall apply separately to such segregated portions commencing as of the effective date hereof. In the event any such lease provides for a lump-sum rental payment, such payment shall be prorated between the portions so segregated in proportion to the acreage of the respective tracts.

19. COVENANTS RUN WITH LAND. The covenants herein shall be construed to be covenants running with the land with respect to the interest of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance, of interest in land or leases subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee, or other successor in interest. No assignment or transfer of any working interest, royalty, or other interest subject hereto shall be binding upon Unit Operator until the first day of the calendar month after Unit Operator is furnished with the original, photostatic, or certified copy of the instrument of transfer.

20. EFFECTIVE DATE AND TERM. This agreement shall become effective upon approval by the Secretary or his duly authorized representative and shall terminate five (5) years from said effective date unless:

(a) such date of expiration is extended by the Director, or

(b) it is reasonably determined prior to the expiration of the fixed term or any extension thereof that the unitized land is incapable of production of unitized substances in paying quantities in the formations tested hereunder and after notice of intention to terminate the agreement on such ground is given by the Unit Operator to all parties in interest at their last known addresses, the agreement is terminated with approval of the Supervisor, or

(c) a valuable discovery of unitized substances has been made or accepted on unitized land during said initial term or any extension thereof, in which event the agreement shall remain in effect for such term and so long as unitized substances can be produced in quantities sufficient to pay for the cost of producing same from wells on unitized land within any participating area established hereunder and, should production cease, so long thereafter as diligent operations are in progress for the restoration of production or discovery of new production and so long thereafter as unitized substances so discovered can be produced as aforesaid, or

(d) it is terminated as heretofore provided in this agreement. This agreement may be terminated at any time by not less than 75 per centum, on an acreage basis, of the working interest owners signatory hereto, with the approval of the Supervisor; notice of any such approval to be given by the Unit Operator to all parties hereto.

21. RATE OF PROSPECTING, DEVELOPMENT, AND PRODUCTION. The Director is hereby vested with authority to alter or modify from time to time in his discretion the quantity and rate of production under this agreement when such quantity and rate is not fixed pursuant to Federal or State law or does not conform to any state-wide voluntary conservation or allocation program which is established, recognized, and generally adhered to by the majority of operators in such State, such authority being hereby limited to alteration or modification in the public interest, the purpose hereof and the public interest to be served thereby to be stated in the order of alteration or modification. Without regard to the foregoing, the Director is also hereby vested with authority to alter or modify from time to time in his discretion the rate of prospecting and development and the quantity and rate of production under this agreement when such alteration or modification is in the interest of attaining the conservation objectives stated in this agreement and is not in violation of any applicable Federal or State law.

Powers in this section vested in the Director shall only be exercised after notice to Unit Operator and opportunity for hearing to be held not less than 15 days from notice.

22. APPEARANCES. Unit Operator shall, after notice to other parties affected, have the right to appear for and on behalf of any and all interests affected hereby before the Department of the Interior and to appeal from orders issued under the regulations of said Department or to apply for relief from any of said regulations or in any proceedings relative to operations before the Department of the Interior or any other legally constituted authority; provided, however, that any other interested party shall also have the right at his own expense to be heard in any such proceeding.

23. NOTICES. All notices, demands or statements required hereunder to be given or rendered to the parties hereto shall be deemed fully given if given in writing and personally delivered to the party or sent by postpaid registered or certified mail, addressed to such party or parties at their respective addresses set forth in connection with the signatures hereto or to the ratification or consent hereof or to such other address as any such party may have furnished in writing to party sending the notice, demand or statement.

24. NO WAIVER OF CERTAIN RIGHTS. Nothing in this agreement contained shall be construed as a waiver by any party hereto of the right to assert any legal or constitutional right or defense as to the validity or invalidity of any law of the State wherein said unitized lands are located, or of the United States, or regulations issued thereunder in any way affecting such party, or as a waiver by any such party of any right beyond his or its authority to waive.

25. UNAVOIDABLE DELAY. All obligations under this agreement requiring the Unit Operator to commence or continue drilling or to operate on or produce unitized substances from any of the lands covered by this agreement shall be suspended while the Unit Operator, despite the exercise of due care and diligence, is prevented from complying with such obligations, in whole or in part, by strikes, acts of God, Federal, State, or municipal law or agencies, unavoidable accidents, uncontrollable delays in transportation, inability to obtain necessary materials in open market, or other matters beyond the reasonable control of the Unit Operator whether similar to matters herein enumerated or not. No unit obligation which is suspended under this section shall become due less than thirty (30) days after it has been determined that the suspension is no longer applicable. Determination of creditable "Unavoidable Delay" time shall be made by the unit operator subject to approval of the Supervisor.

26. NONDISCRIMINATION. In connection with the performance of work under this agreement, the Operator agrees to comply with all the provisions of Section 202 (1) to (7) inclusive of Executive Order 11246 (30 F. R. 12319), as amended, which are hereby incorporated by reference in this agreement.

27. LOSS OF TITLE. In the event title to any tract of unitized land shall fail and the true owner cannot be induced to join in this unit agreement, such tract shall be automatically regarded as not committed hereto and there shall be such readjustment of future costs and benefits as may be required on account of the loss of such title. In the event of a dispute as to title as to any royalty, working interest, or other interests subject thereto, payment or delivery on account thereof may be withheld without liability for interest until the dispute is finally settled; provided, that, as to Federal land or leases, no payments of funds due the United States should be withheld, but such funds shall be deposited as directed by the Supervisor to be held as unearned money pending final settlement of the title dispute, and then applied as earned or returned in accordance with such final settlement. Unit Operator as such is relieved from any responsibility for any defect or failure of any title hereunder.

28. NON-JOINDER AND SUBSEQUENT JOINDER. If the owner of any substantial interest in a tract within the unit area fails or refuses to subscribe or consent to this agreement, the owner of the working interest in that tract may withdraw said tract from this agreement by written notice delivered to the Supervisor and the Unit Operator prior to the approval of this agreement by the Supervisor. Any oil or gas interests in lands within the unit area not committed hereto prior to submission of this agreement for final approval may thereafter be committed hereto by the owner or owners thereof subscribing or consenting to this agreement, and, if the interest is a working interest, by the owner of such interest also subscribing to the unit operating agreement. After operations are commenced hereunder, the right of subsequent joinder, as provided in this section, by a working interest owner is subject to such requirements or approvals, if any, pertaining to such joinder, as may be provided for in the unit operating agreement. After final approval hereof, joinder by a non-working interest owner must be consented to in writing by the working interest owner committed hereto and responsible for the payment of any benefits that may accrue hereunder in behalf of such non-working interest. A non-working interest may not be committed to this unit agreement unless the corresponding working interest is committed hereto. Joinder to the unit agreement by a working interest owner, at any time, must be accompanied by appropriate joinder to the unit operating agreement, if more than one committed working interest owner is involved, in order for the interest to be regarded as committed to this unit agreement. Except as may otherwise herein be provided, subsequent joinders to this agreement shall be effective as of the first day of the month following the filing with the Supervisor of duly executed counterparts of all or any papers necessary to establish effective commitment of any tract to this agreement unless objection to such joinder is duly made within 60 days by the Supervisor.

29. COUNTERPARTS. This agreement may be executed in any number of counterparts no one of which needs to be executed by all parties or may be ratified or consented to by separate instrument in writing specifically referring hereto and shall be binding upon all those parties who have executed such a counterpart, ratification, or consent hereto with the same force and effect as if all such parties had signed the same document and regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands within the above-described unit area.

30. NO PARTNERSHIP. It is expressly agreed that the relation of the parties hereto is that of independent contractors and nothing in this agreement contained, expressed or implied, nor any operations conducted hereunder, shall create or be deemed to have created a partnership or association between the parties hereto or any of them.

31. BUREAU OF LAND MANAGEMENT LANDS. Nothing in this unit agreement shall modify the special Federal-Lease stipulations applicable to lands under the jurisdiction of the Bureau of Land Management.

32. FOREST LAND STIPULATION. Notwithstanding any other terms and conditions contained in this agreement, all of the stipulations and conditions of the individual leases between the United States and its lessees or their successors or assigns embracing lands within the unit area included for the protection of land or functions under the jurisdiction of the Secretary of Agriculture shall remain in full force and effect the same as though this agreement had not been entered into, and no modification thereof is authorized except with the prior consent in writing of the Forest Supervisors, Bridger National Forest, Forest Service Building, Kemmerer, Wyoming 83101, first had been obtained.

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
Attorney-in-Fact

Address: 1100 Metrobank Bldg.
Denver, Colorado 80202

Date of Execution: _____

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by Paul Messinger as Attorney-in-Fact of Davis Oil Company, this _____ day of _____, 19 77.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

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 Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated JUL. 22, 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 agreement to other interests in unitized substances, covering any lands within the unit area which the undersigned may be found to have an oil or gas interest.

This ratification and joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this 26th day of July, 1977.

J. J. Rubow - Attorney-in-Fact
Address: 245 Market Street
San Francisco, California 94105

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by J. J. Rubow, as Attorney-in-Fact of Pacific Transmission Supply Company.

26th day of July, 1977.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____.

_____ day of _____ 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated JUL 22, 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 agreement to other interests in unitized substances, covering any lands within the unit area which the undersigned may be found to have an oil or gas interest.

This ratification and joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this 22nd day of July, 1977.

Barbara Davis
Address: 1700 Lincoln Blvd
Denver CO 80203

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of _____.

_____ day of _____, 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by Barbara Davis.

22nd day of July 1977.

WITNESS my hand and official seal.

My Commission Expires:

July 13, 1980

H. Livingston
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 Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated JUL 22, 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 agreement to other interests in unitized substances, covering any lands within the unit area which the undersigned may be found to have an oil or gas interest.

This ratification and joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this 1st day of [illegible], 1977.

FARMLAND INTERNATIONAL ENERGY COMPANY

By: [signature]
R. W. Winters, Executive Vice-President

Address:
3300 Buffalo Speedway, Suite 300
Houston, Texas 77098

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

The foregoing instrument was acknowledged before me by R. W. Winters, as Executive Vice-President of FARMLAND INTERNATIONAL ENERGY COMPANY.

5th day of [illegible], 1977.

WITNESS my hand and official seal.

My Commission Expires:

7-20-80

[signature]
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____.

_____ day of _____ 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated ~~July~~ 22, 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 agreement to other interests in unitized substances, covering any lands within the unit area which the undersigned may be found to have an oil or gas interest.

This ratification and joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this 22 day of July, 1977.

ATTEST:

[illegible]
ASST. SECRETARY

BARBER OIL EXPLORATION, INC.

[illegible]
Vice President
1717 St. James Place, Suite 600
Houston, Texas 77056

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

The foregoing instrument was acknowledged before me by [illegible], as [illegible] of [illegible].

25th day of July, 1977.

WITNESS my hand and official seal.

My Commission Expires:

July 31 1978

[illegible]
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____.

_____ day of _____ 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated JUL 22, 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 in fully to 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 to other interests in unitized substances, contain any lands within the unit area which the undersigned may be found to have an oil or gas interest.

This ratification and joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this 21st day of July, 1977.

ATTEST:

Assistant Secretary

RAINBOW RESOURCES, INC.

BY _____

Charles A. Shear, Vice-President

Address: #10 Interside Lane
4704 Indian Street
Denver, Colorado 80212

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me by Charles A. Shear, as Vice-President of Rainbow Resources, Inc.

EXECUTED this 21st day of July, 1977.

WITNESS my hand and official seal.

My Commission Expires:

May 31, 1981

Notary Public Gina Calabrese

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____.

_____ day of _____ 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated JUL 22, 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 agreement to other interests in unitized substances, covering any lands within the unit area which the undersigned may be found to have an oil or gas interest.

This ratification and joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this 2nd day of August, 1977.

ATTEST:

Assistant Secretary

YATES PETROLEUM CORPORATION

By: President

Address: 207 South 4th Street

Artesia, New Mexico 88210

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me by Robert A. Yates, as President of YATES PETROLEUM CORPORATION, a New Mexico corporation.

2nd day of August, 1977.

WITNESS my hand and official seal.

My Commission Expires:

8/20/80

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____.

_____ day of _____ 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated JUL 22, 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 agreement to other interests in unitized substances, covering any lands within the unit area which the undersigned may be found to have an oil or gas interest.

This ratification and joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this 20th day of July, 1977.

AMINOIL USA, INC.

David E. Dubler, Contract Agent

Address: Suite 1524 Prudential Plaza
1050 - 17th Street
Denver, Colorado 80265

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by David E. Dubler, as Contract Agent of AMINOIL USA, INC.

20th day of July, 1977.

WITNESS my hand and official seal.

My Commission Expires:

December 11, 1977

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____.

_____ day of _____ 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated JUL 22, 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 agreement to other interests in unitized substances, covering any lands within the unit area which the undersigned may be found to have an oil or gas interest.

This ratification and joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this 22nd day of July, 1977.

ESTATE OF WILLIAM G. HELIS, A PARTNERSHIP

By: _____

Morris Wright for William G. Helis, Jr., Managing Partner

Address: 912 Whitney Building
New Orleans, La. 70130

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of _____.

_____ day of _____, 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

STATE OF LOUISIANA
PARISH OF ORLEANS

On this 22nd day of July, 1977, before me personally appeared MORRIS WRIGHT, duly authorized to act for William G. Helis, Jr., Managing Partner of the Estate of William G. Helis, A Partnership, who acknowledged that he executed the above and foregoing instrument as his free act and deed in said capacity.

WITNESS my official signature and seal at New Orleans, Louisiana, on the date hereinabove written.

_____
Notary Public

My commission is for life.

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 Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated JUL.22, 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 agreement to other interests in unitized substances, covering any lands within the unit area which the undersigned may be found to have an oil or gas interest.

This ratification and joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this 20th day of July, 1977.

RESERVE OIL, INC., a Delaware corporation

TRACTS: 6, 7 & 8

By: _____
Peter Bosche, Attorney in Fact
Address: P. O. Box 5568
Denver, Colorado 80217

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Peter Bosche, as Attorney in Fact of RESERVE OIL, INC.

20th day of July, 1977.

WITNESS my hand and official seal.

My Commission Expires:

November 19, 1980

_____
Notary Public, Donna R. Kestel

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____.

_____ day of _____ 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated JUL 22, 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 agreement to other interests in unitized substances, covering any lands within the unit area which the undersigned may be found to have an oil or gas interest.

This ratification and joinder shall be binding upon the undersigned, its/heirs, devisees, assigns, or successors in interest.

EXECUTED this 3rd day of August, 1977.

DEPOO, Inc.

Michael D. Shepard, Secretary

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

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by J. V. Kowalski, as Vice President of DEPOO, Inc.

3rd day of August, 1977.

WITNESS my hand and official seal.

My Commission Expires:

September 16, 1980.

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____.

_____ day of _____ 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated JUL. 22, 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 agreement to other interests in unitized substances, covering any lands within the unit area which the undersigned may be found to have an oil or gas interest.

This ratification and joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this 27th day of July, 1977.

Rosita Trujillo

Address: P.O. Box 1232
Cheyenne, WY 82001

STATE OF ~~WYOMING~~)
~~LARAMIE~~) ss.
COUNTY OF ~~CHEYENNE~~)

The foregoing instrument was acknowledged before me by Rosita Trujillo, ~~as~~ _____ of _____.

27th day of July, 1977.

WITNESS my hand and official seal.

My Commission Expires:

2-27-79

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____.

_____ day of _____ 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated July 22, 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 agreement to other interests in unitized substances, covering any lands within the unit area which the undersigned may be found to have an oil or gas interest.

This ratification and joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this JUL. 20 1977 day of _____, 1977.

WESTERN INTERSTATE ENERGY, INC.

_____

Address: _____

_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of WESTERN INTERSTATE ENERGY, INC.

JUL. 20 1977 day of _____, 1977.

WITNESS my hand and official seal.

My Commission Expires:

11-21-77

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____.

_____ day of _____ 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated JUL 22, 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 agreement to other interests in unitized substances, covering any lands within the unit area which the undersigned may be found to have an oil or gas interest.

This ratification and joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this 25th day of July, 1977.

A. Lansdale
A.Lansdale, a Widow
Address: P.O. Box 68
Garden Grove, Calif. 92642

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of _____.

_____ day of _____, 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by A. LANSDALE, a Widow.

25th day of July 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

Mary S. Huffman
Notary Public

OFFICIAL SEAL
MARY S. HUFFMAN
Notary Public - California
PRINCIPAL OFFICE IN
ORANGE COUNTY
MY COMMISSION EXPIRES MARCH 31, 1981

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 Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated JUL 22, 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 agreement to other interests in unitized substances, covering any lands within the unit area which the undersigned may be found to have an oil or gas interest.

This ratification and joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this 11th day of August, 1977.

ATTEST:

J. Fox White, Asst. Secretary

BEREN CORPORATION

Sheldon K. Beren, Chairman
Address: 2160 First of Denver Plaza
633 17th Street
Denver, Colorado 80202

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by Sheldon K. Beren, as Chairman of Beren Corporation.

11th day of August, 1977.

WITNESS my hand and official seal.

My Commission Expires:

11-2-80

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____.

_____ day of _____ 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated JUL 22, 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 agreement to other interests in unitized substances, covering any lands within the unit area which the undersigned may be found to have an oil or gas interest.

This ratification and joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this 27th day of July, 1977.

Zion First National Bank Executor for the Estate of John Oakason
By: _____

Address: 654 So. 9th East
Salt Lake City, Utah 84102

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me by Zion First National Bank, as Executors of the Estate of John Oakason
By: Ray Keddington.

27th day of July, 1977.

WITNESS my hand and official seal.

My Commission Expires:

May 20, 1980

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____.

_____ day of _____ 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated JUL 22, 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 agreement to other interests in unitized substances, covering any lands within the unit area which the undersigned may be found to have an oil or gas interest.

This ratification and joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this 5th day of AUGUST, 1977.

Address: 312 TURKS HEAD BUILDING

PROVIDENCE, R.I. 02903

STATE OF RHODE ISLAND)
) ss.
COUNTY OF PROVIDENCE)

The foregoing instrument was acknowledged before me by [illegible], as [illegible] of [illegible].

5th day of August, 1977.

WITNESS my hand and official seal.

My Commission Expires:

6/30/81

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____.

_____ day of _____ 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated JUL 22, 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 agreement to other interests in unitized substances, covering any lands within the unit area which the undersigned may be found to have an oil or gas interest.

This ratification and joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this 19 day of [illegible], 1977.

_____

Address: _____

_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of _____.

_____ day of _____, 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me by Beverly LaPiere.

25th day of July 1977.

WITNESS my hand and official seal.

My Commission Expires:

5-15-80

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 Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated JUL 22, 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 agreement to other interests in unitized substances, covering any lands within the unit area which the undersigned may be found to have an oil or gas interest.

This ratification and joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this 21st day of July, 1977.

G. L. Stone, Attorney-In-Fact
Address: Southland Royalty Company
1010 Denver Club Building
Denver, Colorado 80202

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by G. L. Stone, as Attorney-In-Fact of Southland Royalty Company.

21st day of July, 1977.

WITNESS my hand and official seal.

My Commission Expires:

My Commission expires April 28, 1980

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____.

_____ day of _____ 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

Notary Public

EXHIBIT "B"

SCHEDULE SHOWING THE PERCENTAGE AND KIND OF OWNERSHIP OF OIL AND GAS INTERESTS

BACON RIDGE UNIT AREA

SUBLETTE COUNTY, WYOMING

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER AND EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
FEDERAL LANDS:							
1	T34N-R114W, 6th P.M. Sec. 9: All	640.00	W-7419-A 8-31-77	U.S.A. - All	Pacific Transmission Supply Company 100%	R. K. O'Connell .5% Gulf Oil Corporation 3% Raymond Chorney 1.5%	Pacific Transmission Supply Company 100%
2	T34N-R114W, 6th P.M. Sec. 13: W½	320.00	W-7419-B 8-31-77	U.S.A. - All	Barbara Davis 100%	1-Chorney Oil Company 3.75% 2-R. E. Puckett 1.25%	Barbara Davis 100%
3	T34N-R114W, 6th P.M. Sec. 14: All	640.00	W-7420-B 8-31-77	U.S.A. - All	Farmland International Energy Company 50% Barber Oil Exploration, Inc. 25% Rainbow Resources, Inc. 25%	1-Chorney Oil Company 4% 2-R. E. Puckett 1%	Farmland International Energy Company 50% Barber Oil Exploration, Inc. 25% Rainbow Resources, Inc. 25%

Revised 7/22/77

Revised 1/10/78

4	T35N-R114W, 6th P.M. Sec. 25: Lots 1,2,3,4, W½E½, W½ Sec. 36: Lots 1,2,3,4, W½E½, W½	1,280.52	W-8018 8-31-77	U.S.A. - All	Farmland International Energy Company Barber Oil Exploration, Inc. Rainbow Resources, Inc.	50% 25% 25%	3-Casper College Foundation 4-Hawthorn Oil Company 2-R. E. Puckett	1% 1% 1%	Farmland International Energy Company Barber Oil Exploration, Inc. Rainbow Resources, Inc.	[illegible] [illegible] [illegible]
5	T34N-R113W, 6th P.M. Sec. 6: Lots 3,4,5,6, 7, SE¼NW¼, E½SW¼, SE¼, SE¼NE¼ Sec. 7: Lots 1,2,3,4, E½W½, E½	1,115.47	W-8024 8-31-77	U.S.A. - All	Yates Petroleum Corporation Aminoil USA, Inc. Estate of William G. Helis	50% 25% 25%	None		Yates Petroleum Corporation Aminoil USA, Inc. Estate of William G. Helis	[illegible] [illegible] [illegible]
6	T35N-R113W, 6th P.M. Sec. 31: Lots 1,2,3,4, SE¼SW¼, NE¼NW¼	209.72	W-8135 9-30-77	U.S.A. - All	Reserve Oil, Inc.	100%	4-Hawthorn Oil Company 3-Casper College Foundation	1.5% 1.5%	Reserve Oil, Inc.	100%
7	T34N-R114W, 6th P.M. Sec. 2: Lots 1,2,3,4, S½, S½NE¼, SE¼NW¼ Sec. 13: E½ T35N-R114W, 6th P.M. Sec. 27: E½, N½NW¼, SW¼NW¼ Sec. 34: E½	1,683.16	W-8162 9-30-77	U.S.A. - All	Reserve Oil, Inc.	100%	4-Hawthorn Oil Company 3-Casper College Foundation	1% 1%	Reserve Oil, Inc.	100%

8	T34N-R113W, 6th P.M. Sec. 18: Lots 1,2, NE¼NE¼	111.29	W-9574 12-31-77	U.S.A. - All	Reserve Oil, Inc.	100%	4-Hawthorn Oil Company .5% 3-Casper College Foundation .5% G. T. Sullivan 3%	Reserve Oil, Inc.	100%
9	T35N-R114W, 6th P.M. Sec. 26: NE¼	160.00	W-10141 12-31-77	U.S.A. - All	Depco, Inc.	100%	Paul T. Laikas .25% A. G. Andrikopoulos 2.75%	Depco, Inc.	100%
10	T35N-R114W, 6th P.M. Sec. 32: SW¼	160.00	W-11072 2-28-78	U.S.A. - All	Depco, Inc.	100%	A. G. Andrikopoulos 3%	Depco, Inc.	100%
11	T34N-R114W, 6th P.M. Sec. 3: Lots 1,2,3,4, S½N½, S½	640.60	W-11749 5-31-78	U.S.A. - All	Barbara Davis	100%	3-Casper College Foundation 3% 2-R. E. Puckett 2%	Barbara Davis	100%
12	T34N-R114W, 6th P.M. Sec. 2: SW¼NW¼	40.00	W-20572 10-31-79	U.S.A. - All	Rosita Trujillo	100%	None	Rosita Trujillo	100%

13	T34N-R113W, 6th P.M. Sec. 18: NW¼SE¼	40.00	W-29403 6-30-81	U.S.A. - All	F. J. Bradshaw	100%	None			F. J. Bradshaw	100%
14	T34N-R114W, 6th P.M. Sec. 8: N½NW¼	80.00	W-29921 11-30-83	U.S.A. - All	Dome Petroleum Corporation	100%	5-Jill G. Thomas 6-C. E. Strange 6A-The Polumbus Co. William S. Schicktanz and John Michael King	2% 2% 1% .50%		Dome Petroleum Corporation	100%
15	T34N-R114W, 6th P.M. Sec. 3: E½	320.00	W-33111 12-31-83	U.S.A. - All	F. J. Bradshaw	100%	None			F. J. Bradshaw	100%
16	T34N-R113W, 6th P.M. Sec. 18: SE¼SE¼	40.00	W-44288 3-31-84	U.S.A. - All	Western Interstate Energy, Inc.	100%	None			Western Interstate Energy, Inc.	100%
17	T34N-R114W, 6th P.M. Sec. 17: N½NE¼	80.00	W-47002 9-30-84	U.S.A. - All	Farmland International Energy Company Barber Oil Exploration, Inc. Rainbow Resources, Inc.	50% 25% 25%	7-Betty C. Cramer 8-R. K. Cramer 9-Joseph S. Sprinkle	1% 2% 2%		Farmland International Energy Company Barber Oil Exploration, Inc. Rainbow Resources, Inc.	50% 25% 25%

18	T34N-R114W, 6th P.M. Sec. 4: Lots 1,2,3,4, S½N½, S½ Sec. 5: Lots 1,2, S½NE¼, SE¼ Sec. 16: All	1,598.60	W-52387 6-30-86	U.S.A. - All	*A. Lansdale	100%	None		*A. Lansdale	[illegible]
19	T34N-R114W, 6th P.M. Sec. 5: Lots 3,4, S½NW¼ SW¼ Sec. 8: S½NW¼, SW¼ Sec. 17: S½NE¼, W½, SE¼	1,119.48	W-52388 10-31-85	U.S.A. - All	Beren Corporation	100%	None		Beren Corporation	[illegible]
20	T35N-R114W, 6th P.M. Sec. 26: W½, SE¼ Sec. 35: All	1,120.00	W-52393 10-31-85	U.S.A. - All	** John Oakason **Michael P. Metcalf	50% 50%	None		**John Oakason **Michael P. Metcalf	[illegible]
21	T35N-R114W, 6th P.M. Sec. 27: S½SW¼ Sec. 32: NW¼	240.00	W-52394 10-31-85	U.S.A. - All	Barbara Davis	100%	qA-Andrew J. Kithas qB-C. L. Scribner	5% 7.5%	Barbara Davis	100%

22	T35N-R114W, 6th P.M. Sec. 28: All Sec. 29: E½ Sec. 32: E½ Sec. 33: All Sec. 34: W½	2,240.00	W-52395 10-31-85	U.S.A. - All	Barbara Davis	100%	10-Sally Curran 9-Joseph S. Sprinkle 8-R. K. Cramer 11-F. L. Shogrin	1% 1.5% .5% 2%	Barbara Davis	100%
23	T34N-R114W, 6th P.M. Sec. 1: Lots 1,2,3,4, S½N½, S½ Sec. 12: E½ Sec. 15: All	1,605.44	W-56028 8-31-86	U.S.A. - All	Davis Oil Company	100%	A. Lansdale	5%	Davis Oil Company	
24	T34N-R114W, 6th P.M. Sec. 10: All Sec. 11: All Sec. 12: W½	1,600.00	W-56029 8-31-86	U.S.A. - All	Davis Oil Company	100%	Beverly La Piere	4%	Davis Oil Company	100%
25	T35N-R114W, 6th P.M. Sec. 27: SE¼NW¼, N½SW¼	120.00	W-57112 12-31-86	U.S.A. - All	#Raymond N. Joeckel	100%	None		#Raymond N. Joeckel	100%
26	T35N-R114W, 6th P.M. Sec. 29: W½	320.00	Unleased	U.S.A. - All	Unleased		None		Unleased	

Revised 7/20/77
Revised 7/21/77

26 FEDERAL TRACTS TOTALING 17,524.28 ACRES OR 94.86% OF UNIT AREA

PATENTED LANDS:

27	T35N-R113W, 6th P.M. Sec. 31: E½, SE¼NW¼, NE¼SW¼ T34N-R113W, 6th P.M. Sec. 6: Lots 1,2, SW¼NE¼	517.96	12-4-82	Edmond C. Todd, a singleman 100%	Thomas Stroock	100%	None	Thomas Stroock	10[illegible]
28	T34N-R113W, 6th P.M. Sec. 18: Lots 3,4, E½SW¼, E½NW¼, W½NE¼, SE¼NE¼, NE¼SE¼, SW¼SE¼	431.63	8-28-79	Joan R. Wilhite 10% Harry E. MacGregor 10% Mary O'Neil Meeks 20%	Rights from the surface down to depth drilled in Davis Aspen Ridge Well (14,940'): Davis Oil Company 5% Southland Royalty Company 5% Depco, Inc. 10% Rights lying below depth drilled in Davis Aspen Ridge Well (14,940'): Depco, Inc. 10% Davis Oil Company 10% Northwest Exploration Company 100%	12-Paul Messinger & Co., a Partnership .5% 13-Marlis E. Smith .5% 14-John H. Melby .25% 15-Alan R. Smith .25% T. A. Chorney 2.5% Inter-American Petroleum Corporation 2.5%	Rights from the surface down to depth drilled in Davis Aspen Ridge Well (14,940'): Davis Oil Company 5% Southland Royalty Company 5% Depco, Inc. 10% Rights lying below depth drilled in Davis Aspen Ridge Well (14,940'): Depco, Inc. 10% Davis Oil Company 10% Northwest Exploration Company ?[illegible]	

(continued) (continued) (continued) (continued)

28	(continued)	Robert O'Neil	20%	Northwest Exploration Company	100%	T. A. Chorney Inter-American Petroleum Corporation	2.5% 2.5%	Northwest Exploration Company	20%
		Margaret Conwell	20%	Northwest Exploration Company	100%	T. A. Chorney Inter-American Petroleum Corporation	2.5% 2.5%	Northwest Exploration Company	20%
		Cornelia M. Jewett	10%	Northwest Exploration Company	100%	T. A. Chorney Inter-American Petroleum Corporation	2.5% 2.5%	Northwest Exploration Company	
		Edith Barp	10%	Northwest Exploration Company	100%	T. A. Chorney Inter-American Petroleum Corporation	2.5% 2.5%	Northwest Exploration Company	10%

2 PATENTED TRACTS TOTALING 949.59 ACRES OR 5.14% OF UNIT AREA

28 TRACTS TOTALING 18,473.87 ACRES IN THE UNIT AREA

* Assignments Pending to Davis Oil Company

Assignment of an undivided 75% interest pending to the Superior Oil Company

** Assignment pending into Davis Oil Company with overrides reserved to John Oakason 2.5% and Michael P Metcalf 2.5%.

Revised 7/20/77
Revised 8/4/77

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated JUL 22, 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 agreement.

This ratification and joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This ratification and joinder of unit agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, executors, assigns, or successors in interest.

EXECUTED this 1st. day of August, 1977.

ATTEST:

W.D.DRISKELL, ASST. SECRETARY

RAYMOND CHORNEY, PRESIDENT
Address: CHORNEY OIL COMPANY
401 Lincoln Tower Building
1860 Lincoln Street
Denver, Colorado 80295

TRACT(S) 2,3

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Raymond Chorney, President Chorney Oil Company.

1st. day of August, 1977.

WITNESS my hand and official seal.

My Commission Expires:

March 18, 1979

Notary Public Linda Bingham

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of _____.

_____ day of _____, 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated July 7th, 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 agreement.

This ratification and joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

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 3 day of August, 1977.

GULF OIL CORPORATION

By _____
Attorney-in-Fact

Address: P. O. Box 2619

Casper, Wyoming 82602

TRACT(S) _____

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 18th day of August, 19 77, by Max Dix, Attorney-in-Fact for Gulf Oil Corporation.

Witness my hand and official seal.

My Commission Expires September 15, 1979

_____
Notary Public

COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of _____.

_____ day of _____, 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated July 22, 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 agreement.

This ratification and joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

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 13th day of December, 1977.

/

RAYMOND CHORNEY
Address: 1860 Lincoln St, Suite 401

Denver, Colorado 80295

TRACT(S) /

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by RAYMOND CHORNEY.

13th day of DECEMBER, 1977.

WITNESS my hand and official seal.

My Commission Expires:

12-18-78

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of _____.

_____ day of _____, 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

Accepted and Consented to:

PACIFIC TRANSMISSION SUPPLY COMPANY

By _____
Attorney-in-Fact

[redacted]

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated JUL.22, 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 agreement.

This ratification and joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

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 30 day of June, 1977.

Address: 21[redacted] Security Life Building

Denver, Colorado 80202

TRACT(S) 2,3,4,11

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by R. E. Puckett.

30th day of July, 1977.

WITNESS my hand and official seal.

My Commission Expires:

7/14/79

Notary Public [redacted] Jarvis,

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of _____.

_____ day of _____, 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated JUL 22, 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 agreement.

This ratification and joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

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 20th day of July, 1977.

HAWTHORN OIL COMPANY

_____

By: _____ President

Address: P. O. Box 2693, Casper, Wyoming 82602

TRACT(S) 4, 6, 7, 8

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____.

_____ day of _____, 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me by R. K. O'Connell, as President of Hawthorn Oil Company.

20 day of July, 1977.

WITNESS my hand and official seal.

My Commission Expires:

TONI WOOD — Notary Public
County of Natrona — State of Wyoming
My Commission Expires Sept. 20, 1977

Toni Wood
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated July 22, 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 agreement.

This ratification and joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

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 22 day of August, 1977.

G. T. Sullivan
Address: P. O. Box 2153
Cheyenne, Wyoming 82001

TRACT(S) S

STATE OF Washington)
) ss.
COUNTY OF King)

The foregoing instrument was acknowledged before me by G. T Sullivan.

22nd day of August, 1977.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of _____.

_____ day of _____, 1977.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public

ACCEPTED AND AGREED TO:
RESERVE OIL, INC.

By _____
Attorney in Fact

Evidence of authority of Attorney in Fact is filed in W 50943
and such authority has not been revoked.

U.S. GEOLOGICAL SURVEY
RECEIVED
SEP 16 1977
CASPER, WYOMING

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated July 22, 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 agreement.

This ratification and joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

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 15 day of August, 1977.

Paul T. Laftas
Address: P. O. Box 1647
Cheyenne, Wyoming 82001

TRACT(S) 9

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me by Paul T. Laftas.

17 day of August, 1977.

WITNESS my hand and official seal.

My Commission Expires:
July 15, 1979

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of _____.

_____ day of _____, 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated July 27, 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 agreement.

This ratification and joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This ratification and joinder of unit agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, executors, assigns, or successors in interest.

EXECUTED this 12th day of August, 1977.

A. G. Andrikopoulos, a single man

Address: P. O. Box 788 - Cheyenne, Wyoming 82001

TRACT(S) 9 & 10

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me by A. G. Andrikopoulos.

12th day of August, 1977.

WITNESS my hand and official seal.

My Commission Expires:
July 15, 1979

Estelle C. Hadfield - Notary Public
STATE OF WYOMING
COUNTY OF LARAMIE
My commission expires July 15, 1979

Notary Public Estelle C. Hadfield

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of _____.

_____ day of _____, 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated JUL 22, 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 agreement.

This ratification and joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This ratification and joinder of unit agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, executors, assigns, or successors in interest.

EXECUTED this _____ day of _____, 1977.

_____

Address: _____

_____

TRACT(S) _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____
_____.

_____ day of _____, 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____
_____, as _____ of
_____.

_____ day of _____, 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated JUL 22, 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 agreement.

This ratification and joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

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 29th day of July, 1977.

C. E. Strange

Address: P.O. Box 31

Bakersfield, CA 93302

TRACT(S) 14

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by C. E. Strange.

29th day of July, 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of _____.

_____ day of _____, 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated JUL 22, 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 agreement to other interests in unitized substances, covering any lands within the unit area which the undersigned may be found to have an oil or gas interest.

This ratification and joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this 16th day of August, 1977.

ATTEST:

W.R. Grace & Co., acting through its Polumbus Co. Division

W.R. GRACE & CO.

BY: _____
Secretary

BY: _____
John P. McMillin, Authorized Representative

ACKNOWLEDGMENT (For use by Corporation)

State of Colorado
City & County of Denver } ss.

On this 16th day of August, A. D. 19 77, before me personally appeared John P. McMillin, to me personally known, who, being by me duly sworn, did say that he is the Authorized Representative of W. R. Grace & Co., Melvin R. Robison and that the seal affixed to said instrument is the corporate seal of 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 16th day of August, A. D. 19 77

(SEAL)

Notary Public.

My Commission expires

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated JUL 22, 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 agreement.

This ratification and joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This ratification and joinder of unit agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, executors, assigns, or successors in interest.

EXECUTED this _____ day of _____, 1977.

_____

Address: _____

_____

TRACT(S) 17

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____.

_____ day of _____, 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of _____.

_____ day of _____, 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated JUL 22, 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 agreement.

This ratification and joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This ratification and joinder of unit agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, executors, assigns, or successors in interest.

EXECUTED this _____ day of _____, 1977.

_____

Address: _____

_____

TRACT(S) _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____
_____.

_____ day of _____, 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____
_____, as _____ of
_____.

_____ day of _____, 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated JUL 22, 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 agreement.

This ratification and joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

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 21st day of July, 1977.

Address: P. O. Box 6483
Denver, CO 80206

TRACT(S) 17/22

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Joseph S. Sprinkle.

21st day of July, 1977.

WITNESS my hand and official seal.

My Commission Expires:
March 17, 1980

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of _____.

_____ day of _____, 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated July 7, 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 agreement to other interests in unitized substances, covering any lands within the unit area which the undersigned may be found to have an oil or gas interest.

This ratification and joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this 11th day of August, 1977.

ANDREW J. KITHAS
Address: P. O. Box 1647
Cheyenne, Wyoming 82001

TRACT NO: 21

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of _____.

_____ day of _____, 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me by Andrew J. Kithas.

16th day of August 1977.

WITNESS my hand and official seal.

My Commission Expires:
March 16, 1977

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 Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated July 22, 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 agreement to other interests in unitized substances, covering any lands within the unit area which the undersigned may be found to have an oil or gas interest.

This ratification and joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this 15th day of August, 1977.

C. L. Scribner
Address: 817 Old Trail Road
Cheyenne, Wyoming 82001

TRACT NO: 21

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of _____.

_____ day of _____, 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me by C. L. Scribner.

15th day of August 1977.

WITNESS my hand and official seal.

My Commission Expires:

May 17, 1979

GALE O. KELLY NOTARY PUBLIC
COUNTY OF LARAMIE
STATE OF WYOMING
My commission expires May 17, 1979

Notary Public Gale O. Kelly

ARC

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated JUL 22, 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 agreement.

This ratification and joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This ratification and joinder of unit agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, executors, assigns, or successors in interest.

EXECUTED this _____ day of _____, 1977.

_____

Address: _____

_____

TRACT(S) _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____.

_____ day of _____, 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of _____.

_____ day of _____, 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated JUL 22, 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 agreement.

This ratification and joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

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 26th day of July, 1977.

F. L. Shogrin

Address: Box 5752

Denver, Colorado 80217

TRACT(S) 22

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by F. L. Shogrin.

26th day of July, 1977.

WITNESS my hand and official seal.

My Commission Expires:

June 25, 1980

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of _____.

_____ day of _____, 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

Notary Public

A-23

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated JUL 22, 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 agreement.

This ratification and joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

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 20th day of July, 1977.

PAUL MESSINGER & CO.

Paul Messinger

Address: 1100 Metrobank Bldg.
Denver, CO 80202

TRACT(S) 28

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____.

_____ day of _____, 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Paul Messinger, as Partner of Paul Messinger & Co.

20th day of July, 1977.

WITNESS my hand and official seal.

My Commission Expires:

July 7, 1979

Notary Public

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated JUL 22, 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 agreement.

This ratification and joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This ratification and joinder of unit agreement shall be binding upon the undersigned, his, her, or its heirs, devisees, executors, assigns, or successors in interest.

EXECUTED this _____ day of _____, 1977.

_____

Address: _____

_____

TRACT(S) 28

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____.

_____ day of _____, 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of _____.

_____ day of _____, 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated ____ 20, 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 agreement.

This ratification and joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

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 20th day of July, 1977.

John H. Shelley

Address: 8169 Pierson Ct.
Arvada, Colo. 80005

TRACT(S) 28

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by John Shelley.

20th day of July, 1977.

WITNESS my hand and official seal.

My Commission Expires:

8/13/80

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of _____.

_____ day of _____, 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Bacon Ridge Unit Area, County of Sublette, State of Wyoming, dated _____, 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 agreement.

This ratification and joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and [illegible] presently held or which may arise under [illegible] in which the undersigned has any interest.

This ratification and joinder [illegible] upon the undersigned, his, her, or its heirs, devisees, executors, assigns, or successors in interest.

EXECUTED this _____ day of [illegible].

Address: [illegible]

TRACT(S) _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____

_____ day of _____, 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

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

_____ day of _____, 1977.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

Mid-Continent Association W. Reasoner. KINTZEL BOOK POINT CO. CASPER, WYOMING

601

ASSIGNMENT OF OIL AND GAS LEASE

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

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

..... Register of Deeds.

When recorded Return to .....

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Hawthorn Oil Company, Box 2693, Casper, Wyoming 82602, and The Stroock Leasing Corporation, P.O. Box 2875, 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

WOODS PETROLEUM CORPORATION,

(hereinafter called Assignee), all their right, title and interest in and to the oil and gas lease dated May 11, 1978 from William J. McGinnis Jr., also known as William J. McGinnis, Junior, and Jane M. McGinnis, husband and wife; J. F. Ranch, Inc., a Wyoming Corporation, Big Piney, Wyoming to Hawthorn Oil Company, P. O. Box 2693, Casper, Wyoming 82602 lessee, recorded in book 56 O&G, page 366, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 29 North, Range 111 West, 6th P.M.
Section 33: Lots 2, 3 and 6

17549

RECORDED [illegible] IN BOOK [illegible] PAGE [illegible]
SUBLETTE COUNTY [illegible]

of Section ....., Township ....., Range ....., and containing 103.94 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

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

Reserving however, unto the Assignors herein an overriding royalty of five percent of eight-eighths (5% of 8/8ths) including any and all overriding royalties previously reserved or created in the chain of title to this leasehold, 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 extensions, 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 28th day of March, 19 79

Without warranties of any kind.

HAWTHORN OIL COMPANY

By _____ (Seal)
R. W. O'Connell, President

ATTEST: _____
Secretary

THE STROOCK LEASING CORPORATION

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

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

[redacted] [redacted] [redacted]

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

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 } ss.
County of NATRONA }

ACKNOWLEDGMENT (For use by Corporation)

On this 29th day of March, A. D. 19 79, before me personally appeared R. K. O'Connell, to me personally known, who, being by me duly sworn, did say that he is the President of Hawthorn Oil Company

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

Witness my hand and seal this 29th day of March, A. D. 19 79

(SEAL) DONNA M. CONNELL - Notary Public
County of Natrona State of Wyo.
My Commission expires Nov 9, 1982

Notary Public.

State of WYOMING
County of NATRONA } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 28th day of March, A. D. 19 79, before me personally appeared Thomas F. Stroock, to me personally known, who, being by me duly sworn, did say that he is the President of The Stroock Leasing Corporation

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

Witness my hand and seal this 28th day of March, A. D. 19 79

(SEAL)

Notary Public.

My Commission expires .....

No. .....

FROM

TO

Dated .....

No. Acres .....

County .....

Term .....

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

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

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

of the records of the office of the County Clerk

Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

Exhibit 3

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 21 day of March, 19 79

by and between Violet Pinson, a widow

P. O. Box 294 Long Pine, Nebraska 69217

, hereinafter called lessor (whether one or more) and

Kanai Oil and Gas Inc 2000 Energy Center One, 717 17th St. Denver, Co., 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:

and containing 5218.30 acres, more or less.

It is agreed that this lease shall remain in force for a term of (8) eight years from 1st day of May 1980 and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

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

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

Second. To pay lessor one-eighth (1/8) of the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises, and lessor to have gas free of cost from any well for all stoves and all inside lights in the principal dwelling house on such land during the same time by making his own connections with the well at his own risk and expense.

Third. To pay lessor one-eighth (1/8) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 15 day of June, 19 83, 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 National Bank Bank at Ainsworth, Nebraska 69210 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 Thousand Two Hundred Eighteen and 80/100 - - -

Compli[redacted] with any now or hereafter existing act, bi[redacted]tute purporting to be enacted by any federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

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

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

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

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

(SEAL) (SEAL)

(SEAL) (SEAL)

Violet Pinson (SEAL) (SEAL)

(SEAL) (SEAL)

STATE OF Nebraska }
COUNTY OF Brown } SS.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 10th day of
[illegible]April, 19 79, personally appeared Violet Pinson, a widow
and , to me known to be the identical person
described in and who executed the within and foregoing instrument of writing and acknowledged to me that she
executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires May 1, 1979

(SEAL)

Notary Public

STATE OF }
COUNTY OF } SS.

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

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

County Clerk.

By

Deputy.

When recorded return to

"RIDER"

Attached to and made a part of Oil and Gas Lease dated March 21, 1979 between Violet Pinson, as lessor, and Kenai Oil and Gas Inc., as lessee.

Anything herein to contrary notwithstanding:

Lessee agrees that if any of the lands in this lease are pooled with other lands and production is obtained, one well will not hold the entire lease beyond three (3) years from the completion date of the well; and if no well is drilled on that part of the lease not actually held by production, then lessee agrees to pay delay rentals during the primary term on that part of the lease not held by production; and if at the end of the primary term the lease is being maintained solely by the well on the pooled acreage, the lease will expire as to that part ot the leasehold estate that is not within the pooled unit and lessee agrees to execute a partial release of that part of the lease ... not actually held within the pooled unit.

Lessor warrants title only insofar as their(her) 2.50% net mineral interest is concerned. Lessee agrees that there is an oil and gas lease presently of record from Violet Pinson as lessor to Richard B. Stevens as Lessee, the primary term of which expires on June 15, 1982. This lease dated March 21, 1979 is to become effective on the expiration of the above lease dated June 15, 1972. This lease is subject to the additonal bonus payment as specified in Letter Agreement dated March 21, 1979 between Lessor and Kenai Oil and Gas Inc. Which agreeeant shall be binding upon the lessee herein, its sucessors and assigns.

X

Violet Pinson

RECORDED [illegible] 19 [illegible] AT [illegible] O'CLOCK [illegible] M.
BOOK 57 [illegible] PAGE 6[illegible]
FEE $10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Eckhart

173557

32 N, R113 W, 6th P.M.
ec. 7: Lots 2,3,4, SE¼NW¼, E½SW¼, S½NE¼, SE¼
ec. 8: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
ec. 17: W½, W½E½, SE¼NE¼, E½SE¼
ec. 18: Lots 1,2, E½, E½NW¼, NE¼SW¼
ec. 20: NE¼, N½NW¼, SE¼NW¼, N½SE¼, SE¼SE¼
ec. 21: W½, W½E½, SE¼NE¼, E½SE¼
, 28: NW¼NE¼, N½NW¼
N, R111 W, 6th P.M.
. 31: Lots 3,4, SE¼SW¼, SW¼SW¼

T32 N, R112 W, 6th P.M.
Sec. 10: Lots 1,2,3
Sec. 11: Lots 1,2,3,4, S½NE¼, SE¼NW¼, N½SE¼
Sec. 12: Lots 1,2,3,4, S½N½, N½S½, SW¼SW¼, S½SE¼
Sec. 13: NE¼NE¼
T33 N, R112 W, 6th P.M.
Sec. 27: W½NE¼, S½NW¼, S½
Sec. 34: N½NE¼, SE¼NE¼
Sec, 35: SW¼NE¼, W½, SE¼

[redacted] [redacted] Le[redacted]

Eff. date Feb 1, 1973

Issued by U.S.BLM

ASSIGNMENT OF OVER-RIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That Western Interstate Energy, Inc
P O Box 1635, Midland, Tx. 79702

hereinafter called Assignor (whether one or more) for and in consideration of the sum of Ten Dollars ($ $10.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, do es hereby grant, bargain, sell, convey, transfer, assign and deliver unto TONI LYN STOVALL 8273 Ammons Circle, Arvada, Colo 80005, hereinafter called Assignee (whether one or more) an over-riding royalty in the amount of an undivided 0.04000% interest in and to all of the oil, gas and other minerals in and under and that may be produced from the following described lands situate in SUBLETTE County, State of WYO, to-wit:

T 28 N R 103 W., 6th P M
Sec 14: N/2
Sec 24: S/2 - Containing a total of 640 acres, m/l

Said interest being 0.04000 % of the production therefrom, and being a portion of that overriding royalty interest created in assignment to Rainbow Resources, Inc.

274045

May 31 79 8:00 A.M.
IN [illegible] 57 Lnd [illegible] 487
FEES 4.00 Lois J Jobe COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dot McInnis

During the term of the present valid and subsisting Oil and Gas lease thereon, free and clear of any and all expenses, except taxes.

TO HAVE AND TO HOLD said royalty interest unto said assignee, her heirs, successors and assigns, with all and singular rights privileges and appurtenances thereunto or in any wise belonging to said Assignor herein. Assignor covenants and agrees it has a lawful right to convey said royalty, and will warrant and defend title, of, by and thru the Assignor, but not otherwise.

Assignor reserves the right (and the same is agreed by Assignee) to sell and dispose of the royalty oil and gas to purchaser or purchasers of Assignors own oil and gas, subject to proper accounting and payment to Assignee, assignee's successors, heirs, and assigns.

Executed this _____ day of MAY 18 1979, A.D. 1979.

Western Interstate Energy, Inc.

_____ Pres.

_____ Secy.

ASSIGNEE CERTIFIES THAT:
(1) Assignee is over the age of majority: (2) Assignee is a citizen of the United States: (3) Assignee is the sole party in interest to this assignment: (4) Assignee's interests do not exceed 200,000 chargeable acres in the same state: Assignee agrees to be bound by terms and provisions of above described lease.

(date) MAY 18 1979 (Assignee) Toni L Stovall

STATE OF Texas
County of Midland } ss.

(ACKNOWLEDGMENT FOR CORPORATION)

On this day of MAY 18 1979 A. D., 1979, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Chester L. Pringle 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.

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

My commission expires NOV. 26 1979

Notary Public

487

Lease # W-38064

Eff. date Feb 1,1973

Issued by U.S.BLM

ASSIGNMENT OF OVER-RIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN INTERSTATE ENERGY, INC.
P.O.BOX 1635, Midland, Texas 79702

hereinafter called Assignor (whether one or more) for and in consideration of the sum of TEN Dollars ($ $10.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, do es hereby grant, bargain, sell, convey, transfer, assign and deliver unto Stanley E. Logan, 1108 San Pablo, N.E., Albuquerque, N.M. 87110, hereinafter called Assignee (whether one or more) an over-riding royalty in the amount of an undivided 0.117649% interest in and to all of the oil, gas ~~and other minerals~~ in and under and that may be produced from the following described lands situate in SUBLETTE County, State of WYOMING, to-wit:

T 28 N R 103 W., 6th P.M.
Sec 14: N/2
Sec 24: S/2 - containing a total of 640 acres, more or less

Said interest being 0.117649% of the production therefrom, and being a portion of that overriding interest created in assignment from Western Interstate Energy, Inc., to Rainbow Resources, Inc.

174046

RECORDED May 31 79 8:00 A.
IN BOOK 57 Oil PAGE 488
FEES 4.00 Lois J Yale COUNTY CLERK
By Dorothy M Lewis

During the term of the present valid and subsisting Oil and Gas lease thereon, free and clear of any and all expenses, except taxes.

TO HAVE AND TO HOLD said royalty interest unto said assignee, His heirs, successors and assigns, with all and singular rights privileges and appurtenances thereunto or in any wise belonging to said Assignor herein. Assignor covenants and agrees It has a lawful right to convey said royalty, and will warrant and defend title, of, by and thru the Assignor, but not otherwise.

Assignor reserves the right (and the same is agreed by Assignee) to sell and dispose of the royalty oil and gas to purchaser or purchasers of Assignors own oil and gas, subject to proper accounting and payment to Assignee, assignee's successors, heirs, and assigns.

Executed this _____ day of MAY 18 1979, A.D. 19__

Western Interstate Energy, Inc.

Chester L. Pringle, Pres.

Attest: _____, Secy.

ASSIGNEE CERTIFIES THAT:
(1) Assignee is over the age of majority: (2) Assignee is a citizen of the United States: (3) Assignee is the sole party in interest to this assignment: (4) Assignee's interests do not exceed 200,000 chargeable acres in the same state: Assignee agrees to be bound by terms and provisions of above described lease.

(date) 5/6/79 (Assignee) Stanley E. Logan

STATE OF Texas
County of Midland } ss.

(ACKNOWLEDGMENT FOR CORPORATION)

On this 18 day of MAY 1979 A. D., 19 79 before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Chester L. Pringle 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.

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

My commission expires NOV. 26 1979

Notary Public

[redacted] [redacted]

Lease # [redacted] W-38064

Eff. date Feb 1, 1973

Issued by U.S.BLM

ASSIGNMENT OF OVER-RIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN INTERSTATE ENERGY, INC.
P O BOX 1635, Midland, Texas 79702

hereinafter called Assignor (whether one or more) for and in consideration of the sum of TEN Dollars ($ $10.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, do es hereby grant, bargain, sell, convey, transfer, assign and deliver unto GLENN A. WHAN of 925 TRUMAN, N.E., ALBUQUERQUE, N.MEXICO, 87110, hereinafter called Assignee (whether one or more) an over-riding royalty in the amount of an undivided 0.4000% interest in and to all of the oil, gas ~~and other minerals~~ in and under and that may be produced from the following described lands situate in SUBLETTE County, State of WYOMING, to-wit:

T 28 N R 103 W., 6th P.M.
Sec 14: N/2
Sec 24: S/2 - Containing a total of 640 acres, more or less

Said interest being 0.4000% of the production therefrom, and being a part of that overriding royalty interest createdin assignment from Western Interstate Energy, Inc., to Rainbow Resources, Inc.

M74047

FILED May 31 79 8:50 A
57 Ord 489
4th Lois J Yph COUNTY CLERK
SUBLETTE COUNTY CLERK by Dot McInnis

During the term of the present valid and subsisting Oil and Gas lease thereon, free and clear of any and all expenses, except taxes.

TO HAVE AND TO HOLD said royalty interest unto said assignee, His heirs, successors and assigns, with all and singular rights privileges and appurtenances thereunto or in any wise belonging to said Assignor herein. Assignor covenants and agrees it has a lawful right to convey said royalty, and will warrant and defend title, of, by and thru the Assignor, but not otherwise.

Assignor reserves the right (and the same is agreed by Assignee) to sell and dispose of the royalty oil and gas to purchaser or purchasers of Assignors own oil and gas, subject to proper accounting and payment to Assignee, assignee's successors, heirs, and assigns.

Executed this _____ day of MAY 18 1979, A.D. 19____

WESTERN INTERSTATE ENERGY, INC.

_____ Pres.

Attest: _____ Secy

ASSIGNEE CERTIFIES THAT:
(1) Assignee is over the age of majority: (2) Assignee is a citizen of the United States: (3) Assignee is the sole party in interest to this assignment: (4) Assignee's interests do not exceed 200,000 chargeable acres in the same state: Assignee agrees to be bound by terms and provisions of above described lease.

(1) MAY 18 1979 (Assignee) _____

STATE OF Texas
County of Midland } ss.

(ACKNOWLEDGMENT FOR CORPORATION)

On this MAY 18 1979 day of _____ A. D., 19 79, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Chester L. Pringle 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.

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

My commission expires NOV 26 1979

_____
Notary Public

489

490

Lease # W-38064

Eff. date Feb 1, 1973

Issued by U.S.BLM

ASSIGNMENT OF OVER-RIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN INTERSTATE ENERGY, INC.
P O BOX 1635, Midland, Texas 79702

hereinafter called Assignor (whether one or more) for and in consideration of the sum of TEN Dollars ($ $10.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, do es hereby grant, bargain, sell, convey, transfer, assign and deliver unto EDGELL C. GOODEN, JR PO BOX 14418 Albuquerque, N.M. 87111, hereinafter called Assignee (whether one or more) an over-riding royalty in the amount of an undivided 0.4000% interest in and to all of the oil, gas ~~and other minerals~~ in and under and that may be produced from the following described lands situate in SUBLETTE County, State of WYOMING, to-wit:

T 28 N R 103 W., 6th P M
Sec 14: N/2
Sec 24: S/2
-Containing a total of 640 acres, more or less

Said interest being 0.4000% of the production therefrom, and being a part of that overriding royalty interest created in assignment from Western Interstate Energy, to Rainbow Resources, Inc.

174048

Filed May 31 1979 8:00 A.M.
Book 57 Misc 490
Fee $4.00 Lowell Yake COUNTY CLERK
SWEETWATER COUNTY CLERK by D McInnis

During the term of the present valid and subsisting Oil and Gas lease thereon, free and clear of any and all expenses, except taxes.

TO HAVE AND TO HOLD said royalty interest unto said assignee, His heirs, successors and assigns, with all and singular rights privileges and appurtenances thereunto or in any wise belonging to said Assignor herein. Assignor covenants and agrees it has a lawful right to convey said royalty, and will warrant and defend title, of, by and thru the Assignor, but not otherwise.

Assignor reserves the right (and the same is agreed by Assignee) to sell and dispose of the royalty oil and gas to purchaser or purchasers of Assignors own oil and gas, subject to proper accounting and payment to Assignee, assignee's successors, heirs, and assigns.

Executed this _____ day of MAY 18 1979, A.D. 19__

WESTERN INTERSTATE ENERGY, INC.

_____ Pres.

ATTEST: _____ Secy.

ASSIGNEE CERTIFIES THAT:
(1) Assignee is over the age of majority: (2) Assignee is a citizen of the United States: (3) Assignee is the sole party in interest to this assignment: (4) Assignee's interests do not exceed 200,000 chargeable acres in the same state: Assignee agrees to be bound by terms and provisions of above described lease.

(date) MAY 18 1979 (Assignee) Edgell C Gooden Jr

STATE OF TEXAS
County of MIDLAND } ss.

(ACKNOWLEDGMENT FOR CORPORATION)

On this MAY 18 1979 day of _____ A. D., 19 79 before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Chester L. Pringle President 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.

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

My commission expires NOV. 26 1979

_____
Notary Public

[redacted] [redacted]

Lease # W-38064 [redacted]

Eff. date Feb 1, 1973

Issued by U.S.BLM

ASSIGNMENT OF OVER-RIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN INTERSTATE ENERGY, INC.
P O BOX 1635, MIDLAND, TEXAS 79702

hereinafter called Assignor (whether one or more) for and in consideration of the sum of $10.00 (Ten Dollars) Dollars ($.....) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, do es hereby grant, bargain, sell, convey, transfer, assign and deliver unto Patrick F. Proulx, et ux Julianne S. Proulx, in Joint Tenancy, with right of survival, address: 5440 SURREY, Las Vegas, Nevada 89119, hereinafter called Assignee (whether one or more) an over-riding royalty in the amount of an undivided 0.09882305% interest in and to all of the oil, gas and other minerals in and under and that may be produced from the following described lands situate in ~~XXXXXXXXXXXXX~~ SUBLETTE County, State of WYOMING, to-wit:

T 28 N R 103 W., 6th P M
Sec 14: N/2
Sec 24: S/2 - Containing a total of 640 acres, more or less

Said interest being 0.09882305 % of the production therefrom, and being a portion of that overriding royalty interest created in assignment from Western Interstate Energy, Inc., to Rainbow Resources, Inc.

174049

May 31 79 8:00 A
57 D&S 491
Fees 4.00 Lois J Yoke
by D McInnis

During the term of the present valid and subsisting Oil and Gas lease thereon, free and clear of any and all expenses, except taxes.

TO HAVE AND TO HOLD said royalty interest unto said assignee, His heirs, successors and assigns, with all and singular rights privileges and appurtenances thereunto or in any wise belonging to said Assignor herein. Assignor covenants and agrees It has a lawful right to convey said royalty, and will warrant and defend title, of, by and thru the Assignor, but not otherwise.

Assignor reserves the right (and the same is agreed by Assignee) to sell and dispose of the royalty oil and gas to purchaser or purchasers of Assignors own oil and gas, subject to proper accounting and payment to Assignee, assignee's successors, heirs, and assigns.

Executed this _____ day of MAY 18 1979, A.D. 19____

Western Interstate Energy, Inc.

Chester L. Pringle Pres.

ATTEST: [signature] Secy.

ASSIGNEE CERTIFIES THAT:
(1) Assignee is over the age of majority: (2) Assignee is a citizen of the United States: (3) Assignee is the sole party in interest to this assignment: (4) Assignee's interests do not exceed 200,000 chargeable acres in the same state: Assignee agrees to be bound by terms and provisions of above described lease.

(date) MAY 18 1979 (Assignee) Patrick F. Proulx Julianne S. Proulx

STATE OF TEXAS }
County of MIDLAND } ss. (ACKNOWLEDGMENT FOR CORPORATION)

On this 18 day of MAY 1979 A. D., 19 79, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Chester L. Pringle 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.

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

My commission expires NOV 26 1979

[signature]
Notary Public

491

Lease # W-38064

Eff. date Feb 1,1973

Issued by U.S.BLM

ASSIGNMENT OF OVER-RIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That Western Interstate Energy, Inc.
P O Box 1635, Midland, Texas 79702

hereinafter called Assignor (whether one or more) for and in consideration of the sum of TEN Dollars ($ $10.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, do es hereby grant, bargain, sell, convey, transfer, assign and deliver unto Walter W. Long, P O Box 4552, Albuquerque, N.M. 87196, hereinafter called Assignee (whether one or more) an over-riding royalty in the amount of an undivided 0.2800% interest in and to all of the oil, gas ~~and other minerals~~ in and under and that may be produced from the following described lands situate in SUBLETTE County, State of WYOMING, to-wit:

T 28 N R 103 W., 6th P.M.
Sec 14: N/2
Sec 24: S/2

Containing a total of 640 acres, m/l

Said interest being 0.2800% of the production therefrom, and being a a portion of that overriding royalty interest created in assignment to Rainbow Resources Inc.

#74050

May 31 79 8:00 A.M.
57 Ord 492
Fee $4.00 Carol Yake COUNTY CLERK
SUBLETTE COUNTY CLERK by Dot McClure

During the term of the present valid and subsisting Oil and Gas lease thereon, free and clear of any and all expenses, except taxes.

TO HAVE AND TO HOLD said royalty interest unto said assignee, His heirs, successors and assigns, with all and singular rights privileges and appurtenances thereunto or in any wise belonging to said Assignor herein. Assignor covenants and agrees it has a lawful right to convey said royalty, and will warrant and defend title, of, by and thru the Assignor, but not otherwise.

Assignor reserves the right (and the same is agreed by Assignee) to sell and dispose of the royalty oil and gas to purchaser or purchasers of Assignors own oil and gas, subject to proper accounting and payment to Assignee, assignee's successors, heirs, and assigns.

Executed this MAY 18 1979 day of _____, A.D. 19 79

Western Interstate Energy, Inc.

Chester L. Pringle, President

Secy.

ASSIGNEE CERTIFIES THAT:
(1) Assignee is over the age of majority: (2) Assignee is a citizen of the United States: (3) Assignee is the sole party in interest to this assignment: (4) Assignee's interests do not exceed 200,000 chargeable acres in the same state: Assignee agrees to be bound by terms and provisions of above described lease.

(date) MAY 18 1979 (Assignee) Walter W. Long

STATE OF Texas }
County of Midland } ss.

(ACKNOWLEDGMENT FOR CORPORATION)

On this MAY 18 1979 day of _____ A. D., 19 79, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Chester L. Pringle 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.

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

My commission expires NOV. 26 1979

Notary Public

[redacted] [redacted] L[redacted]

Eff. date Feb 1, 1973

Issued by U.S.BLM

ASSIGNMENT OF OVER-RIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That Western Interstate Energy, Inc
P O Box 1635, Midland, Tx. 79702

hereinafter called Assignor (whether one or more) for and in consideration of the sum of Ten Dollars ($ $10.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, do es hereby grant, bargain, sell, convey, transfer, assign and deliver unto Annette M. Long

1517 California N.E., Albuquerque, N.M. 87110, hereinafter called Assignee (whether one or more) an over-riding royalty in the amount of an undivided 0.04000% interest in and to all of the oil, gas and other minerals in and under and that may be produced from the following described lands situate in SUBLETTE County, State of WYO, to-wit:

T 28 N R 103 W., 6th P M
Sec 14: N/2
Sec 24: S/2 - Containing a total of 640 acres, m/l

Said interest being 0.04000 % of the production therefrom, and being a portion of that overriding royalty interest created in assignment to Rainbow Resources, Inc.

174051

RECORDED May 31, 1979 8:00 A.M.
IN BOOK 57 Ord PAGE 493
FEES 4.00 Lois J Yahn COUNTY CLERK
SUBLETTE COUNTY CLERK by Deb McElwain

During the term of the present valid and subsisting Oil and Gas lease thereon, free and clear of any and all expenses, except taxes.

TO HAVE AND TO HOLD said royalty interest unto said assignee, her heirs, successors and assigns, with all and singular rights privileges and appurtenances thereunto or in any wise belonging to said Assignor herein. Assignor covenants and agrees it has a lawful right to convey said royalty, and will warrant and defend title, of, by and thru the Assignor, but not otherwise.

Assignor reserves the right (and the same is agreed by Assignee) to sell and dispose of the royalty oil and gas to purchaser or purchasers of Assignors own oil and gas, subject to proper accounting and payment to Assignee, assignee's successors, heirs, and assigns.

Executed this ___ ___ day of MAY 18 1979, A.D. 1979

Western Interstate Energy, Inc.

Chester L. Pringle Pres.

Secy.

ASSIGNEE CERTIFIES THAT:

(1) Assignee is over the age of majority: (2) Assignee is a citizen of the United States: (3) Assignee is the sole party in interest to this assignment: (4) Assignee's interests do not exceed 200,000 chargeable acres in the same state: Assignee agrees to be bound by terms and provisions of above described lease.

Date) MAY 18 1979 (Assignee) Annette M. Long

STATE OF Texas }
County of Midland } ss. (ACKNOWLEDGMENT FOR CORPORATION)

On this MAY 18 1979 day of ..... A. D., 1979, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Chester L. Pringle 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.

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

My commission expires NOV. 26 1979

Notary Public

193

194

Lease # W-38064

Eff. date Feb 1, 1973

Issued by U.S.BLM

ASSIGNMENT OF OVER-RIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN INTERSTATE ENERGY, INC.

P O BOX 1635, Midland, Texas 79702

hereinafter called Assignor (whether one or more) for and in consideration of the sum of TEN Dollars ($ $10.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, do es hereby grant, bargain, sell, convey, transfer, assign and deliver unto Chester L. Pringle,

501 North Pecos St., Midland, Texas 79701, hereinafter called Assignee (whether one or more) an over-riding royalty in the amount of an undivided 0.682352% interest in and to all of the oil, gas and other minerals in and under and that may be produced from the following described lands situate in SUBLETTE County, State of WYOMING, to-wit:

T 28 N R 103 W., 6th P.M.
Sec 14: N/2
Sec 24: S/2 -Containing a total of 640 acres, more or less

Said interest being 0.682352 % of the production therefrom, and being a portion of that overriding royalty interest created in assignment from Western Interstate Energy, Inc., to Rainbow Resources, Inc.

874052

RECORDED May 31, 1979 8:00 A.M.
IN BOOK 57 Oil & Gas PAGE 494
FEES 4.00 Lois J Yahn COUNTY CLERK
SUBLETTE COUNTY CLERK by Barbara McClure

During the term of the present valid and subsisting Oil and Gas lease thereon, free and clear of any and all expenses, except taxes.

TO HAVE AND TO HOLD said royalty interest unto said assignee, His heirs, successors and assigns, with all and singular rights privileges and appurtenances thereunto or in any wise belonging to said Assignor herein. Assignor covenants and agrees it has a lawful right to convey said royalty, and will warrant and defend title, of, by and thru the Assignor, but not otherwise.

Assignor reserves the right (and the same is agreed by Assignee) to sell and dispose of the royalty oil and gas to purchaser or purchasers of Assignors own oil and gas, subject to proper accounting and payment to Assignee, assignee's successors, heirs, and assigns.

Executed this _____ day of MAY 1 1979, A.D. 19____

WESTERN INTERSTATE ENERGY, INC.

Chester L. Pringle Pres.

Attest: _____ Secy.

ASSIGNEE CERTIFIES THAT:
(1) Assignee is over the age of majority: (2) Assignee is a citizen of the United States: (3) Assignee is the sole party in interest to this assignment: (4) Assignee's interests do not exceed 200,000 chargeable acres in the same state: Assignee agrees to be bound by terms and provisions of above described lease.

(Date) MAY 1 1979 (Assignee) _____

STATE OF Texas }
County of Midland } ss.

(ACKNOWLEDGMENT FOR CORPORATION)

On this MAY 18 1979 day of _____ A. D., 19 79, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Chester L. Pringle 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.

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

My commission expires NOV 26 1979

_____
Notary Public

[redacted] [redacted]

Le[redacted]

Eff. date Feb 1, 1973

Issued by U.S.BLM

ASSIGNMENT OF OVER-RIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That Western Interstate Energy, Inc
P O Box 1635, Midland, Tx. 79702

hereinafter called Assignor (whether one or more) for and in consideration of the sum of Ten Dollars ($ $10.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, do es hereby grant, bargain, sell, convey, transfer, assign and deliver unto VICKI MARGO LONG P O Box 4552, Albuquerque, N.M. 87196, hereinafter called Assignee (whether one or more) an over-riding royalty in the amount of an undivided 0.04000% interest in and to all of the oil, gas and other minerals in and under and that may be produced from the following described lands situate in SUBLETTE County, State of WYO, to-wit:

T 28 N R 103 W., 6th P M
Sec 14: N/2
Sec 24: S/2 - Containing a total of 640 acres, m/l

Said interest being 0.04000 % of the production therefrom, and being a portion of that overriding royalty interest created in assignment to Rainbow Resources, Inc.

874053

RECORDED May 31 1979 8:00 AM
IN BOOK 57 O & G PAGE 495
FEES 4.00 Lois J Yoke COUNTY CLERK
SUBLETTE COUNTY CLERK
by Deb M Lewis

During the term of the present valid and subsisting Oil and Gas lease thereon, free and clear of any and all expenses, except taxes.

TO HAVE AND TO HOLD said royalty interest unto said assignee, her heirs, successors and assigns, with all and singular rights privileges and appurtenances thereunto or in any wise belonging to said Assignor herein. Assignor covenants and agrees it has a lawful right to convey said royalty, and will warrant and defend title, of, by and thru the Assignor, but not otherwise.

Assignor reserves the right (and the same is agreed by Assignee) to sell and dispose of the royalty oil and gas to purchaser or purchasers of Assignors own oil and gas, subject to proper accounting and payment to Assignee, assignee's successors, heirs, and assigns.

Executed this MAY 18 1979 day of _____, A.D. 19 79.

Western Interstate Energy, Inc.

Pres.

Secy.

ASSIGNEE CERTIFIES THAT:
(1) Assignee is over the age of majority: (2) Assignee is a citizen of the United States: (3) Assignee is the sole party in interest to this assignment: (4) Assignee's interests do not exceed 200,000 chargeable acres in the same state: Assignee agrees to be bound by terms and provisions of above described lease.

(date) MAY 18 1979 (Assignee) Vicki M. Long

STATE OF Texas }
County of Midland } ss.

(ACKNOWLEDGMENT FOR CORPORATION)

On this MAY 18 1979 day of _____ A. D., 19 79, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Chester L. Pringle 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.

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

My commission expires NOV. 26 1979

Notary Public

495

No. 950CP-1 Rev.—Bradford Publishing Co., 1824-46 Stout Street, Denver, Colorado —6-77

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 16th day of May, 19 79, by and between Mrs. Anna Hopkins, a widow, of 1520 Rushaton, Ogden UT 84401

party of the first part, hereinafter called lessor, (whether one or more) and Jack J. Grynberg, of Denver, CO 80265, party of the second part, lessee.

WITNESSETH: That the lessor for and in consideration of Ten and more (10.00+) Dollars in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided, and of the agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, casinghead gas, and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport, and own said products, and housing its employees, the following described land in Sublette County, State of Wyoming, to-wit:

Township 32 North - Range 114 West

Section 10: SE¼SE¼
Section 11: SW¼SW¼

including all minerals underlying lakes, streams, roads, easements and rights-of-way which traverse or adjoin said lands, which minerals are owned or claimed by lessor or rights to which minerals may hereafter be established in lessor; and also, in addition to the above-described land, all land adjoining the same and owned or claimed by lessor and containing 80.00 Eighty and no/100---------- acres, more or less.

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

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

1. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth (⅛) part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth (⅛) royalty the market price for oil of like grade and gravity prevailing in the field where produced on the day such oil is run into the pipe line, or into storage tanks.

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

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

4. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from this date, this lease shall terminate as to both parties, unless the lessee shall, on or before one year from this date, pay or tender to the lessor or for the lessor's credit in Commercial Security Bank at Ogden, Utah or its successor or successors, which bank and its successors are lessor's agents and which shall continue as the depository regardless of changes in the ownership of the land, the sum of Eighty and no/100 ---------- Dollars which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well one year from said date. In like manner and upon payments or tenders the commencement of operations for the drilling of a well may be further deferred for like periods successively during the primary term of this lease. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such persons.

5. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes, on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount above herein provided; and in this event the preceding paragraphs hereof governing the payment of rental and the manner and effect thereof shall continue in force.

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

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

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

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

10. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that, in the event this lease shall be assigned as to a part or as to parts of the above described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, on an acreage basis, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said land upon which the said lessee or any assignee hereof shall make due payments of said rentals.

11. If at any time there be as many as six parties (or more) entitled to receive royalties under this lease, lessee may withhold payment thereof unless and until all parties designate in writing in a recordable instrument to be filed with the lessee, a Trustee to receive all royalty payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

12. Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated. Lessor shall formally express lessor's consent to any cooperative or unit plan of development or operation adopted by lessee and approved by any governmental agency by executing the same upon request of lessee.

13. In addition to and not in limitation of the rights granted in paragraph 12 hereof, lessee is hereby granted the right and option to consolidate, pool or combine the lands covered by this lease, or any portion or portions thereof or any stratum or strata thereunder, with other lands or like strata thereunder for the development thereof or for the production therefrom of oil, gas, casinghead gas or other hydrocarbons, or any or all of said products, when in lessee's discretion and judgment it is advisable so to do for proper development or operation of the premises, or to conform to spacing or zoning rules of any lawful authority, such consolidation, pooling or combining to be into units of such shape and dimensions as lessee may elect provided that all lands in any such unit shall be contiguous (either adjoining or cornering) but for this purpose contiguity shall not be deemed to be destroyed by reason of the existence of any excluded street, alley, road, railroad, canal, stream, right of way or other similar strip or parcel of land. Any unit formed under this paragraph for production of oil and casinghead gas shall not exceed forty-three (43) acres in surface area, for production of dry or gas well shall not exceed six hundred and sixty (660) acres in surface area, and for production of condensate or distillate shall not exceed three hundred and thirty (330) acres in surface area unless some larger unit for condensate or distillate is permitted or prescribed by lawful authority, in which event such larger unit shall control, provided that, if governmental survey units be irregular in size in the area of this lease, the size of any of the units mentioned herein may be increased to the size of the there existing governmental survey unit nearest in size to the unit acreage prescribed herein. The right and option herein granted to lessee may be exercised at any time or from time to time, whether before or after production is secured and whether or not a unit may theretofore have been created for some other product, by executing in writing an instrument identifying and describing the unit created, and by delivering a copy thereof to lessor or by recording a copy thereof in the county where the land is located. The lands in any such unit shall be developed or operated as one tract and any drilling on or production from such unit, whether or not from lands described in this lease, shall be deemed to be drilling done or production secured on the lands subject to this lease for all purposes except for the purpose of payment of royalty hereunder. In such event, and in lieu of the royalties elsewhere herein specified, the lessor shall receive from production on any such unit only such portion of the royalty, at the rate stipulated elsewhere herein, as lessor's acreage in the unit (or his royalty interest therein) bears to the total acreage of the unit. Formation of any unit as herein provided shall in no manner affect the ownership or amount of any rental which may be payable under the terms of this lease.

14. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil, gas and other minerals, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

15. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge any taxes, mortgage, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

16. All rental payments which may fall due under this lease may be made to one of the above named lessors, in the manner herein stated.

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

or stipulations until it shall have first been finally judicially determined [illegible] such failure exists, and after such final determination, lessee is given a reasonable time therefro[illegible]ly with any such covenants, conditions, or [illegible]

19. [redacted] and implied covenants of this lease shall be sui[redacted] federal and state laws, executive orders, rule[redacted]lations, and this lease shall not be [redacted], in whole or in part, nor lessee held liable in [redacted] failure to comply therewith if compliance is [redacted] by or if such failure is the result of any such law, order, rule or regulation, or if such co[illegible]s prevented by or failure is the result of inability of lessee through no fault of its own, to obtain sufficient and satisfactory material and equipment to justify the commencement of drilling operations or to continue production of oil or gas from the leased premises.

20. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.

21. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

Anna Hopkins 529-30-6136

Anna Hopkins SS#

ACKNOWLEDGMENT

STATE OF Utah }
County of Weber } ss.

On this 16 day of May, 19 79, before me personally appeared Anna Hopkins to me known to be the person described in and who executed the foregoing instrument and acknowledged that She executed the same as her free act and deed.

Given under my hand and seal this 16 day of May, 19 79

My Commission Expires [illegible] Ted Tarras

Notary Public.

NOTARY PUBLIC STATE OF UTAH

ACKNOWLEDGMENT—MAN AND WIFE

STATE OF .....
County of ..... } ss.

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

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

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

My Commission Expires.....

Notary Public.

No.....

OIL AND GAS LEASE

FROM

.....

TO

.....

#74055

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

This instrument was filed for record on the 3rd day of July, 19 79, at 2:00 o'clock, P.M., and duly recorded in Book 57, Page 478, of the records of this office.

County Clerk—Register of Deeds.

By [illegible] Deputy.

When recorded return to

BRADFORD PUBLISHING CO., DENVER

COLORADO ACKNOWLEDGMENT

STATE OF .....
County of ..... } ss.

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

.....

WITNESS my hand and official seal

My Commission Expires.....

Notary Public.

P. O.....

497

STATE OF WYOMING §

COUNTY SUBLETT §

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

WHEREAS, on May 26, 1977, the UNITED STATES OF AMERICA, as LESSORS, did lease unto ROY T. POINTER, as LESSEE, that certain oil and gas lease covering the property herein below described and WHEREAS, on August 1, 1977, ROY T. POINTER assigned said oil and gas lease to Gulf Oil Corporation, P. O. Box 2619, Casper, Wyoming, and the said ROY T. POINTER, reserving and retaining unto himself an overriding royalty of five (5%) percent; and,

WHEREAS, that said lease has not been developed at this time and there is currently no production upon the leased premises:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that I, ROY T. POINTER, of Farnsworth, Ochiltree County, Texas, for and in consideration of the sum of two hundred and no/100's ($200.00) dollars cash, this day in hand paid to me by LINDA POINTER, from her sole and separate estate, have GRANTED, BARGAINED, SOLD, CONVEYED and ASSIGNED and do hereby GRANT, BARGAIN, SELL, CONVEY and ASSIGN unto LINDA POINTER, of Ochiltree County, Texas, as her sole separate property and estate, all of my right, title and interest whatsoever, including but not limited to five (5%) percent override in and to the above described oil and gas lease, covering the following described property in the County of Sublett, State of Wyoming, to-wit:

Township 30 North, Range 111 West, 6th Prin Mer

Section 21: E/2
Section 22: All
Section 23: All
Section 25: W/2 NE/4, N/2, NW/4 SE/4
Section 26: W/2, N/52/2, SE/4SE/4

To have and to hold the above described property unto the said LINDA POINTER, as her sole and separate property and estate, her heirs and assigns forever.

WITNESS MY HAND this 7th day of May, 1979.

574097

Roy T. Pointer
Roy T. Pointer

RECORDED June 4 1979 8:30AM
IN BOOK 57 Oil PAGE 498
FEES $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy Deputy

STATE OF TEXAS §

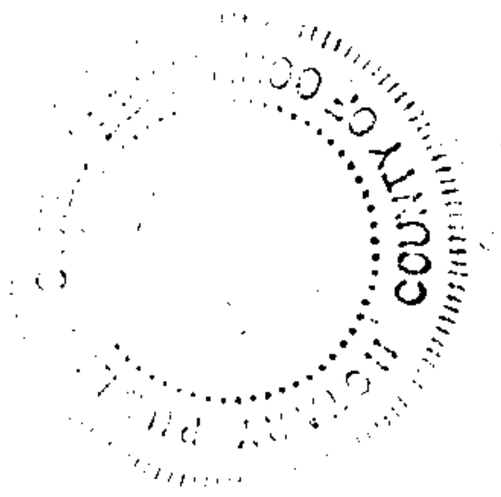
COUNTY OF OCHILTREE §

The foregoing instrument was acknowledged before me this 7th day of May, 1979, by ROY T. POINTER, who acknowledged to me that he executed the instrument for the purposes and consideration therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE this 7th day of May, 1979.

Joanne Stansbury
Notary Public in and for
Ochiltree County, Texas

My Commission Expires 12-14-80



062-0180A
Producers 88 — Revised
Wyoming (P)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 5th day of April, 19 79, by and between LEO J. JENSEN, also known as Leo Jensen, and EVA E. JENSEN, also known as Eva Jensen, husband and wife; JOHN W. JENSEN and MARY KAY JENSEN, husband and wife; of P. O. Box 87, Boulder, Wyoming 82923, hereinafter called lessor (whether one or more), and JAS. O. BREENE, JR., 1700 Broadway #1219, Denver, Colorado 82941, hereinafter called lessee:

WITNESSETH: that lessor, for and in consideration of Ten and more DOLLARS ($ 10.00) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

For description of land see Exhibit "A" attached hereto and by this reference made a part hereof

of Section XXX, Township XXX, Range XXX, it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 1,060.68 acres.

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

The royalties to be paid by lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor into the pipeline to which the wells may be connected; lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase, and lessee may sell any royalty oil in its possession and pay lessor the price received by lessee for such oil computed at the well; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold by lessee the market value shall not exceed the amount received by lessee for such gas computed at the mouth of the well, and on gas sold at the well the royalty shall be one-eighth of the amount realized by lessee from such sale. If the price of any mineral or substance upon which royalty is payable hereunder is regulated by any governmental agency, the market value or market price of such mineral or substance for the purpose of computing royalty hereunder shall not be in excess of the price which lessee may receive and retain.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the Rock Springs National Bank at Rock Springs, Wyoming 82901 (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of One thousand sixty and 68/100 DOLLARS ($ 1,060.68), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Lessee may withhold such portion of any delay rental provided for in this lease as may be required to be withheld under the terms of any tax law, rule or regulation of any governmental agency purporting to exercise authority, even though such law, rule or regulation be later determined to be invalid, and any amount withheld in a good-faith effort to comply with such law, rule or regulation shall, for all purposes of this lease, be deemed to have been paid to or deposited to the credit of the lessor as rental at the time the remainder of such rental was paid or tendered to lessor or to lessor's credit. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

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

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

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee is granted the right, from time to time while this lease is in force, to pool into a separate operating unit or units all or any part of the land covered by this lease with other land, lease or leases, or interests therein (whether such other interests are pooled by a voluntary agreement on the part of the owners thereof or by the exercise of a right to pool by the lessees thereof), when in lessee's judgment it is necessary or advisable in order to promote conservation, to properly develop or operate the land and interests to be pooled, or to obtain a multiple production allowable from any governmental agency having control over such matters. Any pooling hereunder may cover all oil and gas, or any one or more of the substances covered by this lease, and may cover one or more or all zones or formations underlying all or any portion or portions of the leased premises. Any unit formed by such pooling shall be of a shape conforming to or approximating that of governmental quarter sections or cornering tracts and shall not exceed 640 acres (plus a tolerance of 10%) for gas or gas-condensate and shall not exceed 160 acres (plus a tolerance of 10%) for any other substance covered by this lease, provided that if any governmental regulation or order shall prescribe or permit a spacing pattern for the development of a field which includes the above described land or a portion thereof, is located, or allocate a producing allowable based on acreage per well then any such unit may embrace as much additional acreage as may be so prescribed or as may be permitted in such allocation of allowable. The area pooled and the zones or formations and substances pooled shall be set forth by lessee in a "declaration of pooling" filed for record in the county or counties in which the pooled area is located. Such

pooling shall [redacted] on the date such declaration is filed unless a late[redacted] is specified in such declaration. In lieu of the roy[redacted]ere herein specified, except shut-[redacted]oyalties, lessor shall receive on production from ar[redacted] only such portion of the royalties which, in the a[redacted] pooling, would be payable here[redacted]or on production from the land covered by this le[redacted]aced in the pooled area as the amount of the surfa[redacted]he land covered by this lease which is placed in the pooled area bears to the amount of the su[redacted] of the entire pooled area. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest pooled pursuant hereto. The commencement of a well, the conduct of other drilling operations, the completion of a well or of a dry hole, or the operation of a producing well on the pooled area, shall be considered for all purposes (except for royalty purposes) the same as if said well were located on, or such drilling operations were conducted upon, the lands covered by this lease whether or not such well is located upon, or such drilling operations are conducted upon, said lands. Lessee may terminate any pooling effected pursuant hereto at any time the pooled unit is not producing and no drilling operations are being conducted thereon by executing and filing of record in the county or counties in which the pooled area is located a written declaration of the termination of such pooling, provided that the pooling of all interests not covered by this lease which comprise a part of such pooled unit be also terminated in some effective manner.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express provisions and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express provisions or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, armed hostilities, lack of market, act of God, strike, civil disturbance, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virture of the Homestead Exemption Laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

All consideration and rentals payable under terms of this lease may be paid to Leo J. Jensen and Eva E. Jensen.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

Leo J. Jensen
S. S. #520-34-1606

Eva E. Jensen
S. S. #520-84-1299

John W. Jensen

Mary Kay Jensen

STATE OF WYOMING
COUNTY OF SUBLETTE
SS. (Individual – Wyoming)

The foregoing instrument was acknowledged before me by Leo J. Jensen, also known as Leo Jensen, and Eva E. Jensen, also known as Eva Jensen, husband and wife,
this 15 day of May, 19 79.

WITNESS my hand and official seal.

Paul C. Wilson
Notary Public

My commission expires:
June 14, 1981

STATE OF WYOMING
COUNTY OF SUBLETTE
SS. (Individual – Wyoming)

The foregoing instrument was acknowledged before me by John W. Jensen and Mary Kay Jensen, husband and wife,
this 15 day of May, 19 79.

WITNESS my hand and official seal.

Paul C. Wilson
Notary Public

My commission expires:
June 14, 1981

STATE OF _____
COUNTY OF _____
SS. (Wyoming – (Attorney in Fact) (Corporation))

The foregoing instrument was acknowledged before me by _____
as _____ of _____,
this _____ day of _____, 19 _____.

WITNESS my hand and official seal.

_____
Notary Public

My commission expires:

STATE OF _____
COUNTY OF _____
SS. (Certificate of Recording)

This instrument was filed for record on the _____ day of _____, 19 _____ at _____ o'clock ___M
and recorded in Book _____ at Page _____ of the records of this office.

_____
County Clerk and Recorder

By _____
Deputy

AFTER RECORDING, RETURN TO: _____

EXHIBIT "A"

Description of Land

Attached to and made a part of that certain oil and gas lease dated April 5, 1979, by and between Leo J. Jensen, also known as Leo Jensen, and Eva E. Jensen, also known as Eva Jensen, husband and wife; John W. Jensen and Mary Kay Jensen, husband and wife, as lessor, and Jas. O. Breene, Jr., as lessee.

Sublette County, Wyoming
Township 32 North, Range 108 West of the 6th P. M.
Section 2: Lots 2, 3 and 4, S½NW¼, SW¼NE¼, SW¼, W½SE¼, SE¼SE¼
Section 14: W½W½ excepting a tract described as beginning at the southeast corner of SW¼SW¼, thence due north 700 feet, thence due west 301 feet, thence due south 700 feet to a point on the south line of said Section 14, thence due east on said south line of Section 14 to point of beginning.

Township 33 North, Range 107 West of the 6th P. M.
Section 31: Lots 2, 3 and 4

Township 33 North, Range 108 West of the 6th P. M.
Section 25: S½SE¼, SE¼SW¼
Section 26: SE¼SE¼
Section 35: N½NE¼, SW¼NE¼

Signed for identification:

Leo J. Jensen

Eva E. Jensen

John W. Jensen

Mary Kay Jensen

74132

RECORDED June 5 1979 8:00 AM
IN BOOK 57 Oil PAGE 500
FEES $5.00 Lora J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

[redacted] ASSIGNMENT OF OVE[redacted] ROYALTY AFFECTIN[redacted]

UNITED STATES OIL AND GAS LEASE W-55227

DISTRICT LAND OFFICE Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS, That
E. Coleman
P.O. Box 151013
South Salt Lake, Utah 84115, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
Panos Investment Company	P.O. Box 2151 Salt Lake City, Utah 84110	5.00%

171324

RECORDED June 8, 1979 10:45 A M
IN BOOK 57 Oil & G PAGE 503
FEES $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Evans

Being in all a total of an undivided 5.00% (Five Percent) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T-28-N, R-106-W, 6th P.M.

Sec. 19: NE¼
28: W½
29: NE¼
34: S½
35: SW¼

Containing 1120.00 acres, more or less.

WITNESS our hands this 1 day of June, 19 79

Witnesses:

E. Coleman

STATE OF Utah
} ss.
COUNTY OF Salt Lake

On the 1 day of June, 19 79 before me personally appeared E. Coleman the signor..... of the above instrument, who duly acknowledged to me that he executed the same.

Notary Public

My commission expires:
8-2-82

Residing in Salt Lake City, Utah

OIL & GAS FORM NO. 8
PETROLEUM INVESTMENT COMPANY

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(~~Individual~~) A Partnership, Panos Investment Company
Qualifications filed under W-32193

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:
Panos Investment Company
by
Thomas G. Panos, General Partner
P.O. Box 2151 Salt Lake City, Utah 84110

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

[redacted] ASS[redacted]T

[redacted] Print Co.
154 N. Center Street
Casper, Wyoming

99

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, HAROLD B. EHRLICH
C/o Barnstein Macaulay, 505 Park Avenue, New York, New York 10022, assignor, being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 27-0671, and covering land situate in Sublette County, Counties, described as follows:

Township 33 North, Range 112 West, 6th. PM
Section 16: ALL

01X6- 490630
File 490630

and containing 640.00 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, P. O. Box 300, of 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 33 North, Range 112 West, 6th. PM
Section 16: ALL

and containing 640.00 acres, more or less, reserving, however, unto assignor A Production Payment of five percent of eight-eighths (5% of 8/8ths) of all production.
See Attached Rider.

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 3rd day of November, 1978.

WITNESS:

Harold B. Ehrlich
Harold B. Ehrlich — Assignor-Lessee

By _____ President

Attest:

_____ Secretary

(SEAL)

ACKNOWLEDGMENT (For use by Individual)

State of New York
County of New York } ss.

On this 10th day of November, A. D. 19 78, before me personally appeared Harold B. Ehrlich 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 November, A. D. 19 78.

(SEAL)

LEONARD F. URSCHEL
Notary Public, State of New York
No. 30-4057825
Qualified in Nassau County
Certs. filed with N. Y. Co. Clerk
Commission Expires March 30, 1979

My Commission expires: _____

_____ Notary Public

ACKNOWLEDGMENT (For use by Corporation)

State of _____ } ss.
County of _____

On this _____ day of _____, A. D. 19_____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, A. D. 19_____.

(SEAL)

_____ Notary Public

My Commission expires: _____

Assignment approved by Board of Land Commissioners: Jan. 4, 1979 without binding the State for the payment of any overriding royalty
Assignment recorded in the Office of the Commissioner of Public Lands: March 2, 1979

(Fee for recording this form of assignment is $10.00. If other terms are desired incorporated in the assignment a special form should be prepared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

Form Approved: 8-2-50

bp

State of Wyoming 77-0671

Assignor hereby excepts and reserves an obligation equal to $ 3,000.00 per acre for the number of acres assigned hereby, the same to be paid out of 5% of 8/8ths of the market value at the wells, as produced, of all the oil and gas which may be produced, saved and marketed from the above described lands under the terms of said lease or any extensions or renewals thereof. All payments made on account of said obligation shall be computed and paid at the same time and in the same manner as royalties payable to the Lessor under the terms of said lease are computed and paid. Except as specifically herein provided, this reservation of said obligation shall not imply any leasehold preservation, drilling or development obligation on the part of the Assignee; however, nothing herein contained shall relieve Assignee from compliance with any of the terms and conditions of said lease. No change in the ownership of said obligation, or any interest therein, shall be binding upon Assignee until such time as Assignee shall have been furnished with either the original, a certified copy or any acceptable photostatic copy of the recorded instrument or instruments effecting such change in ownership.

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 relinquishments, and said Assignor shall have 15 days within which to elect or reject reassignment of such acreage to be relinquished. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for this Assignment.

Date November 3, 1978

Signed for Identification Harold B. Ehrlich

Harold B. Ehrlich

CASPER PRESS
CASPER, WY.

171225

RECORDED June 8 1979 10:45 AM
IN BOOK 57 Oil & Gas FEE NO. 505
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy McInnis

01X6-[redacted]6829

File 490829

[redacted]

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That I, we, Joseph Merrick Jones, Jr., 1215 Hibernia Bank Building, New Orleans, Louisiana 70112, assignor being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 77-672, and covering land situate in Sublette County, Counties, described as follows:

Township 34 North, Range 112 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 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, 1600 Broadway, Suite 900, of Denver, Colorado, assignee, all rights, title and interest of assignor in and to said lease insofar as it covers the following described land:

Township 34 North, Range 112 West, 6th P.M.
Section 16: All

nd containing 640.00 acres, more or less, reserving, however, unto assignor a production payment of $3,000.00 per acre out of 5% of all production, as per the attached rider.

TO HAVE AND TO HOLD unto the said Cities Service Company, it's suc-
ssors and assigns, subject to the terms and conditions of said lease, the grants and reservations herein contained extending
o 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 November, 1978.

WITNESS:

JOSEPH MERRICK JONES, JR. Assignor-Lessee

By ..... President

Attest

(SEAL) ..... Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of LOUISIANA
PARISH of ORLEANS } ss.

On this 10th day of NOVEMBER, A. D. 1978, before me personally appeared JOSEPH MERRICK JONES, JR. to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this 10th day of NOVEMBER

SEAL)

Notary Public

My commission expires: at death

ARMIDA F. LaBLANC, NOTARY PUBLIC
PARISH OF ORLEANS, LA.
MY COMMISSION EXPIRES AT MY DEATH

ACKNOWLEDGEMENT (For use by Corporation)

ate of .....
unty of ..... } ss.

On this ..... day of ....., A. D. 19....., before me personally
peared ....., to me personally known, who, being by
e duly sworn, did say that he is the ..... of .....
id that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and
aled in behalf of said corporation by authority of its Board of Directors, and said .....
knowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this ..... day of ....., A. D. 19.....

AL)

Notary Public

Commission expires: .....

signment approved by Board of Land Commissioners: Jan. 4, 1979 without binding the State for the payment of any overriding royalty

signment recorded in the Office of the Commissioner of Public Lands: March 2, 1979

(Fee for recording this form of assignment is $1.00 If other terms are desired incorporated in the assignment a special form should be prepared and signed in duplicate, as one copy is retained for the office record.)

bp

PRAIRIE PUB. CO.—FORM 1032
(REV. 1-66)

Assignor hereby excepts and reserves an obligation equal to $ 3,000.00 per acre for the number of acres assigned hereby, the same to be paid out of FIVE PERCENT (5%) of the market value at the wells as produced, of all the oil and gas which may be produced, saved and marketed from the above described land under the terms of said lease or any extensions or renewals thereof. All payments made on account of said obligation shall be computed and paid at the same time and in the same manner as royalties payable to the Lessor under the terms of said lease are computed and paid. Except as specifically herein provided, this reservation of said obligation shall not imply any leasehold preservation, drilling or development obligation on the part of the Assignee; however, nothing herein contained shall relieve Assignee from compliance with any of the terms and conditions of said lease. No change in the ownership of said obligation, or any interest therein, shall be binding upon Assignee until such time as Assignee shall have been furnished with either the original, a certified copy or any acceptable photostatic copy of the recorded instrument or instruments effecting such change in ownership.

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 15 days within which to elect or reject reassignment of such acreage to be relinquished. In the event of breach by Assignee of the provisions of this paragraph in such a fashion that all or any part of the lease is terminated or surrendered without first having been offered to Assignor as required hereunder, the parties hereby agree that Assignee shall pay Assignor, as liquidated damages and not as a penalty, and in complete settlement for all damages caused by such breach, the amount per acre that was paid for this assignment for each acre of this lease so lost or surrendered.

Date _____ Signed for Identification _____

17-1226

RECORDED June 8 1972 10:45 A.M.
IN BOOK 57 Oil PAGE 507
FEES $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McElwee

[redacted]NORTHWEST PIPELINE CORPORATION[redacted]

TO: Dyco Petroleum Corporation

MEMORANDUM
DATED:
FILED:
RECORDED:

MEMORANDUM GIVING NOTICE OF GAS PURCHASE CONTRACT

STATE OF WYOMING

COUNTY OF SUBLETTE

WHEREAS, NORTHWEST PIPELINE CORPORATION ("Northwest") and Dyco Petroleum Corporation, as Seller, made and entered into a certain Gas Purchase Contract dated May 18, 1979, (the "Gas Purchase Contract") providing for the sale by Seller to Northwest of gas to be produced and saved from the Seller's properties in Sublette County, Wyoming, described in Exhibit "A" attached hereto and made a part hereof (which Exhibit "A" hereto is a copy of the Exhibit "A" attached to the Gas Purchase Contract) for a term and upon the terms and conditions set out in the Gas Purchase Contract; and,

WHEREAS, it is the desire of Seller and Northwest, as parties to the Gas Purchase Contract, to acknowledge its existence in recordable form:

NOW, THEREFORE, the undersigned Seller named in the Gas Purchase Contract and Northwest do hereby:

1. Acknowledge the execution of the Gas Purchase Contract as set out above;

2. Refer to the Gas Purchase Contract for all its terms and provisions and incorporate the same by reference as fully as if it were copied at length herein; and,

3. Acknowledge that Exhibit "A" attached to this instrument is the same as that described in and attached to the Gas Purchase Contract and that Seller's interest in said leases and properties is dedicated to the Gas Purchase Contract to the extent set out in said Contract.

171227

RECORDED June 8, 1979 10:45 A.M.
IN BOOK 57 Miscellaneous
FEE $/0.00 Lois J Yake
SUBLETTE

Lois J Yake

This Memorandum shall not be deemed to enlarge, restrict or change the rights of any of the parties to said Gas Purchase Contract, but is for the purpose of giving record notice of the existence of the Contract in lieu of recording it at length.

EXECUTED in multiple copies, each of which may be used as an original, this 18th day of May, 1979.

NORTHWEST PIPELINE CORPORATION

ATTEST:

Barbara Moreno

By R. D. Kouver

5/14/79

ATTEST:

Secretary

Dyco Petroleum Corporation

By L. L. Williams HEF

L. L. Williams, Vice President

STATE OF Oklahoma

COUNTY OF Tulsa

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared L.Z. Williams, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act and deed of Dyco Petroleum Corporation, a corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 1st day of May, 1979.

Ruth Chesnutt
Notary Public
Residing at

My Commission Expires 1/26/82

STATE OF Utah

COUNTY OF Salt Lake

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared K. M. Kilroy, 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 Mountain Fuel Supply 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 18th day of May, 1979.

Claudia C Rockwood
Notary Public
Residing at

My Commission Expires 1-27-82

EXHIBIT A

GAS PURCHASE CONTRACT

between

NORTHWEST PIPELINE CORPORATION

and

DYCO PETROLEUM CORPORATION

escription	County and State	Gross Acres	Interest	Net Acres	Lease Expiration Date
	Sublette County, Wyoming				
ownship 28 North - Range 114 West					
Section 5:	W/2 SE/4	80	12.5%	10	
Section 15:	SE/4 SW/4	40	8.4375%	3.375	
Section 21:	S/2 NE/4	80	11.25%	9	
Section 22:	NE/4 NW/4 & S/2 NW/4 & SW/4	280	8.4375%	23.625	

Rocky Mtn. Revised 10-75

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 28th day of March, 19 79
by and between Charles Clayton Price and DeeAnn B. Price, husband and wife
Post Office Box 12
Daniel, Wyoming 83115

Party of the first part, hereinafter called lessor (whether one or more) and
Gulf Oil Corporation, P.O. Box 2619, Casper, Wyoming 82602 Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and more---------- Dollars cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns, for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil, condensate, gas, asphalt, sulphur, and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled by lessee on the leased premises hereinafter described, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette, State of Wyoming, described as follows, to wit: Township 33 North, Range 110 West, 6th PM

Township 32 North, Range 110 West, 6th PM
Section 5: SE/4 SE/4
Section 8: NE/4, E/2 SE/4
Section 9: SW/4 NW/4, W/2 SW/4

Section 5: SW/4 SE/4
Section 7: SE/4 NE/4
Section 8: SW/4 NW/4, N/2 SW/4, W/2 NE/4, SE/4 NW/4, N/2 SE/4
Section 9: SW/4

This lease covers all of the land described above, including any interests therein that any signatory hereto has the right or power to lease, and in addition it covers, and there is hereby granted leased and let, upon the same terms and conditions as herein set forth, all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous, or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation, or otherwise, or are fenced or unfenced, and whether such lands are inside or outside of the metes and bounds description set forth above. This lease shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise 960.00 acres, whether actually more or less.

It is agreed that this lease shall remain in force for a term of ~~xxx~~ five years from date, and as long thereafter as oil, condensate, gas, asphalt, sulphur, or other minerals or substances covered hereby, or either or any of them, is produced from said land by the lessee, its successors and assigns.

Lessee covenants and agrees to pay lessor as royalty on all oil, condensate, gas, asphalt and other minerals and substances produced, saved and sold from the Premises one-eighth of the gross proceeds received from the sale thereof at the mouth of the well, or, if not sold at the mouth of the well but sold or used off the Premises or for the manufacture of gasoline or any other product, then one-eighth of the market value thereof at the mouth of the well; except that the royalty on sulphur shall be 50¢ per long ton marketed; lessor shall have gas free of cost from any gas well producing natural hydrocarbon gas for all stoves and all inside lights in the principal dwelling house on such land by making his own connections with the well at his own risk and expense.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the
~~Bank~~ State Bank of Big Piney at Big Piney, Wyoming 83113
or its successor or successors, or any bank with which it may be merged, or consolidated or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Nine Hundred Sixty and No/100---------- Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If, 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 ofsuch 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. Any interest in the production from the above described land to which the interest of lessor may be subject shall be deducted from the royalties provided for herein.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil, gas or any other minerals or substances covered hereby be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power at any time and from time to time to unitize or pool this lease, in whole or in part, as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the leased premises, so as to constitute a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well, or 640 acres (plus a tolerance of 10% where necessary to avoid splitting leases) each, whichever is the larger. Such pooling shall be effected by lessee's executing and filing in the office where this lease is recorded a Pooling Declaration identifying and describing the pooled acreage. The discovery and production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon and the existence of a shut-in gas well thereon, shall be considered and construed and shall have the same effect, except for the payment of royalty, as discovery, production, development, operation and the existence of a shut-in gas well on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage of all land in the unit.

513

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not consitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such 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.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and such payments may be deducted from any rental or royalties which may be payable to lessor hereunder.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

X Charles Clayton Price (SEAL)
Charles Clayton Price

(SEAL)

X DeeAnn B. Price (SEAL)
DeeAnn B. Price

(SEAL)

STATE OF WYOMING
COUNTY OF SUBLETTE } SS.

Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, North Dakota, Oregon South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 15th day of May, 1979, personally appeared Charles Clayton Price and DeeAnn B. Price, husband and wife, to me known to be the identical person s described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

FAYE HAMMONS NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My commission expires Nov. 22, 1979

Faye Hammons
Notary Public

Oil, and Gas Lease

FROM

TO

Dated ....., 19....

Lot..... Block..... Addition.....

Section..... Township..... Range.....

.....County.....

No. of acres..... Term.....

STATE OF .....
COUNTY OF ..... } SS.

This instrument was filed for record on the ..... day of ....., 19..., at ... o'clock ... M., and duly recorded in Book ..., Page ... of the records of this office.

.....
County Clerk—Register of Deeds.
By .....
Deputy.

When Recorded

Return to.....

17-1243

STATE OF .....
COUNTY OF ..... } SS.

Colorado, Montana, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — CORPORATION

On .is..... day of ....., 19....., before me, a Notary Public in and for said County and State, personally appeared ....., to me known to be the ..... of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My Commission Expires .....

[redacted] [redacted] Notary Public [redacted]

[redacted] [redacted]

Lease # W-38064

Eff. date Feb 1, 1973

Issued by U.S.BLM

ASSIGNMENT OF OVER-RIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN INTERSTATE ENERGY, INC.
P O Box 1635, Midland, Texas 79702

hereinafter called Assignor (whether one or more) for and in consideration of the sum of TEN Dollars ($ $10.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, do es hereby grant, bargain, sell, convey, transfer, assign and deliver unto Terry W. Long

27101 Nottingham Drive, Waterford, Wisc. 53185, hereinafter called Assignee (whether one or more) an over-riding royalty in the amount of an undivided 0.117649% interest in and to all of the oil, gas ~~and other minerals~~ in and under and that may be produced from the following described lands situate in SUBLETTE County, State of WYO, to-wit:

T 28 N R 103 W., 6th P M
Sec 1": N/2
Sec 24: S/2 - containing a total of 640 acres, more or less

Said interest being 0.117649 % of the production therefrom, and being a portion of that overriding royalty interest created in assignment from Western Interstate Energy, Inc., to Rainbow Resources, Inc.

274310

RECORDED June 14, 1979 8:00 A.M.
57 Ord
PAGE 515
4 Louis Yake COUNTY CLERK
SUBLETTE COUNTY CLERK by Dorothy McInnis

During the term of the present valid and subsisting Oil and Gas lease thereon, free and clear of any and all expenses, except taxes.

TO HAVE AND TO HOLD said royalty interest unto said assignee, His heirs, successors and assigns, with all and singular rights privileges and appurtenances thereunto or in any wise belonging to said Assignor herein. Assignor covenants and agrees IT has a lawful right to convey said royalty, and will warrant and defend title, of, by and thru the Assignor, but not otherwise.

Assignor reserves the right (and the same is agreed by Assignee) to sell and dispose of the royalty oil and gas to purchaser or purchasers of Assignors own oil and gas, subject to proper accounting and payment to Assignee, assignee's successors, heirs, and assigns.

Executed this _____ day of JUN. 1 1 1979, A.D. 19____

WESTERN INTERSTATE ENERGY, INC.

_____ Pres.

Attest: _____ Secy.

ASSIGNEE CERTIFIES THAT:
(1) Assignee is over the age of majority: (2) Assignee is a citizen of the United States: (3) Assignee is the sole party in interest to this assignment: (4) Assignee's interests do not exceed 200,000 chargeable acres in the same state: Assignee agrees to be bound by terms and provisions of above described lease.

(date) JUN. 1 1 1979 (Assignee) _____

STATE OF TEXAS }
County of Midland } ss.

(ACKNOWLEDGMENT FOR CORPORATION)

On this ____ day of JUN. 1 1 1979 A. D., 19 79, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Chester L. Pringle, Pres. 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 His executed the same as ____ free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year above written.

My commission expires _____

_____ Notary Public

Lease # W-38064

Eff. date Feb 1, 197

Issued by U.S.BLM

ASSIGNMENT OF OVER-RIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN INTERSTATE ENERGY, INC.

P.O.BOX 1635 MIDLAND TX 79702

hereinafter called Assignor (whether one or more) for and in consideration of the sum of TEN Dollars ($ $10.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, do es hereby grant, bargain, sell, convey, transfer, assign and deliver unto HOWARD R. SHELTON 2603 En General Chenault N.E., Albuquerque, N.M. 87112, hereinafter called Assignee (whether one or more) an over-riding royalty in the amount of an undivided 0.047459 interest in and to all of the oil, gas ~~xxxxxxxxxxxxxxx~~ in and under and that may be produced from the following described lands situate in SUBLETTE County, State of WYOMING, to-wit:

T 28 N R 103 W., 6th P.M.
Sec 14: N/2
Sec 24: S/2 - containing a total of 640 acres, more or less

Said interest being 0.047459% of the production therefrom, and being a portion of that overriding royalty created in assignment from Western Interstate Energy, Inc., to Rainbow Resources.

274311

RECORDED June 12 1979 8:00AM
IN BOOK 57 Misc PAGE 516
FEES 4.00 Lois J Yoos COUNTY CLERK
SUBLETTE COUNTY CLERK by D. [illegible]

During the term of the present valid and subsisting Oil and Gas lease thereon, free and clear of any and all expenses, except taxes.

TO HAVE AND TO HOLD said royalty interest unto said assignee, His heirs, successors and assigns, with all and singular rights privileges and appurtenances thereunto or in any wise belonging to said Assignor herein. Assignor covenants and agrees IT has a lawful right to convey said royalty, and will warrant and defend title, of, by and thru the Assignor, but not otherwise.

Assignor reserves the right (and the same is agreed by Assignee) to sell and dispose of the royalty oil and gas to purchaser or purchasers of Assignors own oil and gas, subject to proper accounting and payment to Assignee, assignee's successors, heirs, and assigns.

Executed this JUN. 1 1 1979 day of _____, A.D. 19 -

WESTERN INTERSTATE ENERGY, INC.

_____ Pres.

ATTEST: _____ Secy.

ASSIGNEE CERTIFIES THAT:
(1) Assignee is over the age of majority: (2) Assignee is a citizen of the United States: (3) Assignee is the sole party in interest to this assignment: (4) Assignee's interests do not exceed 200,000 chargeable acres in the same state: Assignee agrees to be bound by terms and provisions of above described lease.

(date) JUN. 1 1 1979 (Assignee) _____

STATE OF TEXAS
County of MIDLAND } ss.

(ACKNOWLEDGMENT FOR CORPORATION)

On this JUN 1 1 1979 day of _____ A. D., 19 79, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared CHESTER L. PRINGLE 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.

Given under my hand and seal the day and year above written.

My commission expires _____

_____
Notary Public

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN
U. S. OIL AND GAS LEASES

This Overriding Royalty Assignment is made this 1st day of April, 1979, by and between W. R. GRACE & CO., whose address is Three Park Central, Suite 200, 1515 Arapahoe Street, Denver, Colorado 80202, hereinafter called Assignor; and, GRACE PETROLEUM CORPORATION, whose address is Three Park Central, Suite 200, 1515 Arapahoe Street, Denver, Colorado 80202, hereinafter called Assignee:

Witnesseth:

Whereas, Assignor is the owner of an Overriding Royalty Interest under certain United States of America Oil and Gas Leases of the U. S. Land & Survey Office at Cheyenne, Wyoming, which leases, insofar as covered by this Overriding Royalty Assignment, contains lands situated in Wyoming, bearing the serial numbers as set forth on the attached Exhibit "A", and by reference made part hereof.

NOW, THEREFORE, in consideration of the premises and the sum of Ten Dollars ($10.00) and other valuable consideration, receipt thereof is hereby acknowledged, the undersigned, Assignor, hereby sells, conveys, transfers, assigns and sets over unto Assignee, its heirs and assigns, all of its Overriding Royalty Interest held under all of the Oil and Gas Leases set forth on Exhibit "A" as to 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.

The provisions hereof shall inure to and be binding upon the parties hereto, its heirs, assigns, personal representatives 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, Assignor has executed and delivered this Overriding Royalty Assignment to Assignee, this day and year first above written.

W. R. GRACE & CO.

By: R. L. McHenry
R. L. McHenry
Attorney-in-Fact

M74491

RECORDED June 25, 1979 9:22 A.M.
IN BOOK 57 Deed PAGE 317
FEES $ 5.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF COLORADO)
ss.
COUNTY OF DENVER)

On the First day of April, A.D., 1979, before me personally appeared, R. L. McHenry, to me personally known, who, being by me duly sworn, did say that he is the Attorney in Fact of W. R. Grace & Co. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said R. L. McHenry acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this First day of April, A.D., 1979.

NOTARY PUBLIC STATE OF COLORADO

Notary Public

My Commission Expires June 1

EXHIBIT "A"

Attached to and made a part of that
Certain Assignment of Overriding Royalty
dated APR 1 1979

LEASE NO.	SERIAL NO.	LSE DATE	DESCRIPTION
			SUBLETTE COUNTY, WYOMING
40805AA	W-29921	12-1-73	T 34 N, R 114 W, 6th P.M. Sec. 8: N/2NW/4
40806AA	W-35989	12-1-73	T 28 N, R 115 W, 6th P.M. Sec. 35: NW/4NE/4, S/2NE/4, NW/4
40807AA	W-39716	6-1-73	T 27 N, R 109 W, 6th P.M. Sec. 19: Lots 3,4, E/2SW/4, SE/4
40808AA	W-40146	7-1-73	T 36 N, R 113 W, 6th P.M. Sec. 13: E/2 Sec. 14: W/2 Sec. 24: W/2
40809AA	W-40979	9-1-73	T 27 N, R 110 W, 6th P.M. Sec. 11: NE/4 Sec. 25: S/2
40810AA	W-42287	12-1-73	T 31 N, R 111 W, 6th P.M. Sec. 2: SW/4SW/4 Sec. 11: NW/4NW/4 Sec. 13: SW/4SW/4
40811AA	W-43218	2-1-74	T 29 N, R 114 W, 6th P.M. Sec. 24: NW/4, S/2SE/4
40812AA	W-42789	1-1-74	T 35 N, R 112 W, 6th P.M. Sec. 6: Lots 3,4,5, SE/4NW/4, NE/4SW/4

Mid-Continent Association W Reassign

601

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, TEXASGULF, INC., [illegible]

Buffalo, Tower 1, Texas 77002

(here after 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.

10 Lakeside Lane, 4704 Harlan Street, Denver, Colorado 80212

(hereinafter called Assignee), All of Assignor's right, title and interest in and to the oil and gas lease dated [illegible], from SEE ATTACHED EXHIBIT "A", Lessor, to [illegible], Lessee recorded in book [illegible], page [illegible], insofar as said lease covers the following described land in Sublette County, State of Wyoming,

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

of Section ***, Township ***, Range ***, and containing *** acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns, That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that the Assignor surrenders and releases all rights of dower and homestead in the premises above described.

Reserving however, unto the Assignors herein an overriding royalty of None

of all the oil, gas and other hydrocarbons produced, saved and marketed from the above described lands. This overriding royalty and all other terms and conditions of this assignment shall apply to any and all extension, renewal and substitute leases obtained by Assignee, its successors or assigns on the land described herein. If said oil and gas lease covers less than the full fee simple estate in the oil, gas and other hydrocarbons under any tract or tracts of the land assigned hereby, the overriding royalty herein reserved by Assignors, with respect to that tract or tracts, shall be proportionately reduced.

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least *** days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have *** days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee prior to the anniversary date of the lease. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for this assignment. 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 21st day of May, 1979.

without warranties of any kind.

ATTEST:

Assistant Secretary

CLIFF CREEK PROSPECT

TEXASGULF, INC. (Seal)

(Seal)

R. Houlton, Jr., Vice President (Seal)

WY-1145-1,2

M74482

STATE OF Wyoming } ss.
COUNTY OF Sublette }

This instrument was filed for record on the 25th day of June, 1979, at 8 o'clock A M., and duly recorded in book 57 on page 517 of the records of this office.

Lois J Yoke by Dorothy McClure
Register of Deeds.

When recorded
Return to

STATE OF _____)
) ss
COUNTY OF _____)

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 _____)
) ss.
COUNTY OF _____)

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 TEXAS)
) ss.
County of HARRIS)

ACKNOWLEDGMENT (For use by Corporation)

On this 1st. day of May, A. D. 19 79, before me personally appeared Frank R. Moulton, Jr. to me personally known, who, being by duly sworn, did say that he is the Vice President of Texasgulf, 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 Frank R. Moulton, Jr. acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 1st. day of May, A. D. 19 79

(SEAL)

My Commission expires 3-23-80

DOROTHY C. BONNIE Notary Public.
Notary Public in and for Harris County, Texas
My Commission Expires March 23, 1980

No. _____

FROM

TO

Dated _____, 19__

No. Acres _____

_____ County.

This instrument was filed for record on the _____ day of _____ 19__ at _____ o'clock ___ M., and duly recorded in Volume _____ Page _____ of the records of this office.

_____
County Clerk.

By _____ Deputy.

When recorded return to

KINTZEL BLUE PRINT CO., CASPER, WYOMING

EXHIBIT "A"

PAGE: [illegible]
ATTACHED TO: ASSIGNMENT OF OIL AND GAS LEASE
BETWEEN: TEXASGULF, INC. AND RAINBOW RESOURCES, INC.

DATED: MAY 1, 1978

STATE OF: WYOMING
COUNTY OF: SUBLETTE

LEASE NUMBER	ORIGINAL LESSOR	ORIGINAL LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE	GROSS ACRES
WY-1143-1	R. N. and Lois V. Strobel, Husband and Wife	Rainbow Resources, Inc.	9/28/73	Township 38 North, Range 113 West Section 33: SE/4	51	309	160.00
WY-1143-2	R. N. and Rosemary Wells, Husband and Wife	Rainbow Resources, Inc.	10/29/73	Township 38 North, Range 113 West Section 33: SE/4	50	311	160.00

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ( )Individual (x)Limited Partnership ( )Municipality ( )Association ( )Corporation
4. Assignee is the sole party in interest in this assignment (infonmation 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.

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 22nd day of June, 1978

Berkshire Oil Properties

by: _____
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 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.

474484

[illegible] COUNTY CLERK
[illegible], WYOMING

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, That PAUL N. TEMPLE, 1800 North Kent Street, Suite 900, Plaza East Building, Rosslyn, Viriginia 22209

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 Berkshire Oil Properties, a Limited Partnership of which Bryan Bell is the sole General Partner, its successors and assigns, of 1331 Third Street, New Orleans, Louisiana 70130, the following:

1.) Assignor's entire interest and title in and to the overriding royalty reserved by Assignor from the Oil and Gas Lease(s) listed below:

W-47809 - T.18N., R.110W., Wyoming, Sweetwater County
Section 22: N½NE¼, SE¼NE¼, NW¼, N½SW¼, NE¼SE¼, S½SE¼
(480.00 acres)

W-50433 - T.34N., R.84W., Wyoming, Natrona County
Section 35: N½, S½NE¼
T.33N., R.83W.
Section 5: W½SW¼
Section 6: N½SW¼, E½SE¼
(476.42 acres)

W-51982 - T.19N., R.94W., Wyoming, Sweetwater County
Section 12: W½
Section 14: All
(960.00 acres)

W-54146 - T.1CN., R.113W., 6th P.M., Wyoming, Uinta County
Section 32: SW¼
Section 33: E½, SW¼
Section 34: Lots 1, 2, 3, 4
(664.76 acres)

W-57541 - T.35N., R.112W., Wyoming, Sublette County
Section 33: NE¼
(160.00 acres)

W-59030 - T.46N., R.97W., Wyoming, Hot Springs County
Section 33: SW¼NE¼, S½NW¼, S½
Section 34: SW¼, S½SE¼
(680.00 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 BERKSHIRE OIL PROPERTIES, its successors and assigns.

Date: _____

_____
Assignor PAUL N. TEMPLE

_____
Assignor

STATE OF VIRGINIA)
) ss.
COUNTY OF ARLINGTON)

The foregoing instrument was acknowledged before me by _____

PAUL N. TEMPLE

this 17th day of May, 1982.

My Commission expires 05-10-87

_____
Notary Public

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ( )Individual (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.

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 22nd day of June, 1978

Berkshire Oil Properties

by: _____
Bryan Bell Assignee

With acknowledgment added

This form is submitted in lieu of official Form 3106-5(February 1971) and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3106-5(February 1971).

1331 Third Street
New Orleans, Louisiana 70130
(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statement or representations as to any matter within its jurisdiciton.

M74185

[redacted]

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, That PAUL N. TEMPLE, 1800 North Kent Street, Suite 900, Plaza East Building, Rosslyn, Virginia 22209

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 Berkshire Oil Properties, a Limited Partnership of which Bryan Bell is the sole General Partner, its successors and assigns, of 1331 Third Street, New Orleans, Louisiana 70130, the following:

1.) Assignor's entire interest and title in and to the overriding royalty reserved by Assignor from the Oil and Gas Lease(s) listed below:

W-59082 - T.30N., R.113 W, Wyoming, Sublette County
Section 25: All
Section 26: SE¼
(800.00 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 BERKSHIRE OIL PROPERTIES, its successors and assigns.

Date: _____

_____
Assignor PAUL N. TEMPLE

_____
Assignor

STATE OF VIRGINIA)
) ss.
COUNTY OF ARLINGTON)

The foregoing instrument was acknowledged before me by _____

PAUL N. TEMPLE

this 12th day of May, 1978.

My Commission expires: 05-12-81

_____
Notary Public

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ( )Individual (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.

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.

ecuted this 22nd day of June, 1978

Berkshire Oil Properties

by:
Bryan Bell Assignee

h acknowledgment added

1551 Third Street
New Orleans, Louisiana 70130
(Address, include zip code)

is form is submitted in lieu of official
m 3106-5(February 1971) and contains all
the provisions thereof as of the date of
ing of this Assignment, plus the acknow-
dgment below which is the only addition
Official Form 3106-5(February 1971).

tle 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to ke to any department or agency of the United States any false, fictitious, or fraudulent tatement or representations as to any matter within its jurisdiciton.

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[illegible]

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, That M. J. RATHBONE, JR., M.D., 7225 Richards Drive, Baton Rouge, Louisiana 70809

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 Berkshire Oil Properties, a Limited Partnership of which Bryan Bell is the sole General Partner, its successors and assigns, of 1331 Third Street, New Orleans, Louisiana 70130, the following:

1.) Assignor's entire interest and title in and to the overriding royalty reserved by Assignor from the Oil and Gas Lease(s) listed below:

W-57093 - T.28N., R.110W., Wyoming, Sublette Coutny
Section 32: SW¼NW¼
Section 33: W½
(360.00 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 BERKSHIRE OIL PROPERTIES, its successors and assigns.

Date: 3/10/82

Assignor M. J. RATHBONE, JR., M.D

Assignor

STATE OF LOUISIANA)
) ss.
COUNTY OF East Baton Rouge)

The foregoing instrument was acknowledged before me by M. J. RATHBONE, JR., M.D.

this 10th day of March,

19 82.

My Commission expires

Notary Public

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ( )Individual (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.

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 22nd day of June, 1978

Berkshire Oil Properties

by:
Bryan Bell Assignee

With acknowledgment added

This form is submitted in lieu of official Form 3106-5(February 1971) and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3106-5(February 1971).

1331 Third Street
New Orleans, Louisiana 70130
(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statement or representations as to any matter within its jurisdiciton.

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June 23
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[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, That J. T. LYKES, JR., 300 Poydras Street, Lykes Center, New Orleans, Louisiana 70130

called "Assignor" (whether one or more) for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver to Berkshire Oil Properties, a Limited Partnership of which Bryan Bell is the sole General Partner, its successors and assigns, of 1331 Third Street, New Orleans, Louisiana 70130, the following:

1.) Assignor's entire interest and title in and to the overriding royalty reserved by Assignor from the Oil and Gas Lease(s) listed below:

W-52384 - T.29N., R.114W., Wyoming, Sublette County
Section 11: NE¼NW¼
(40.00 acres)

W-58206 - T.45N., R.69W., Wyoming, Campbell County
Section 24: E½NW¼
Section 25: W½SE¼
Section 31: Lot 1, E½NW¼, SE¼SW¼, E½
(640.00 acres)

W-60824 - T.44N., R.68W., Wyoming, Weston County
Section 7: Lots 1, 2, 3, 4, NE¼, E½W½
Section 17: SW¼NW¼
(500.76 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 BERKSHIRE OIL PROPERTIES, its successors and assigns.

Date 5/17/78

Assignor J. T. LYKES, JR.

Assignor

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 J. T. LYKES, JR. this 12th day of May, 1978.

My commission expires: at death

Notary Public

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

. ASSIGNEE CERTIFIES THAT
1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ( )Individual (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.

. 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 22nd day of June, 1978

Berkshire Oil Properties

by: _____
Bryan Bert Assignee

1551 Third Street
New Orleans, Louisiana 70130
(Address, include zip code)

ith 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.

174188

RECORDED June 23
IN BOOK 57 Page
FEES $6.75 Lois Y. [illegible]
SUGARLAND, TEXAS

79 9:30 A
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Catherine Wilcox

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, That STANLEY J. WEBER, JR., 3500 North Causeway, Suite 1500, Metairie, Louisiana 70002

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 Berkshire Oil Properties, a Limited Partnership of which Bryan Bell is the sole General Partner, its successors and assigns, of 1331 Third Street, New Orleans, Louisiana 70130, the following:

1.) Assignor's entire interest and title in and to the overriding royalty reserved by Assignor from the Oil and Gas Lease(s) listed below:

W-57539 - T.31N., R.112W., 7th P.M., Wyoming, Sublette County
Section 4: Lot 4, S½NW¼, SW¼
Section 5: Lots 1, 2, 3, S½N½, S½
Section 8: NE¼
Section 9: W½
(1,357.07 acres)

W-58655 - T.36N., R.90W., 6th P.M., Wyoming, Fremont County
Section 34: All
Section 35: N½, SW¼, SW¼SE¼
(1,160.00 acres)

W-59982 - T.40N., R.75W., 6th P.M., Wyoming, Converse County
Section 7: Lots 1, 2, 3, S½NE¼, E½NW¼
Section 19: Lots 2, 3, 4, E½, E½W½
(854.77 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 BERKSHIRE OIL PROPERTIES, its successors and assigns.

Date May 15, 1992

Assignor STANLEY J. WEBER, JR.

Assignor

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 STANLEY J. WEBER, JR. this 15 day of May, 19 92.

My commission expires:

Notary Public

ASSIGNEE'S REQUEST FOR APPROVAL OF ASS GNMENT

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 22nd day of June, 1978

Berkshire Oil Properties

by: _____
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]

[redacted] ASSIGNMENT OF [redacted]ING ROYALTY [redacted]

KNOW ALL MEN BY THESE PRESENTS, That JAMES A. COBB, c/o Key Power Systems, Inc., 2277 N.W. 145h Street, Miami, Florida 33125

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 Berkshire Oil Properties, a Limited Partnership of which Bryan Bell is the sole General Partner, its successors and assigns, of 1331 Third Street, New Orleans, Louisiana 70130, the following:

1.) Assignor's entire interest and title in and to the overriding royalty reserved by Assignor from the Oil and Gas Lease(s) listed below:

W-59397 - T.27N., R.114W., Wyoming, Sublette County
Section 17: Lots 1, 9, 16, N½NW¼SE¼, SE¼NW¼SE¼
Section 20: Lot 1
Section 21: NW¼
Section 27: NW¼
(510.00 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 BERKSHIRE OIL PROPERTIES, its successors and assigns.

Date: [illegible]

[illegible]
Assignor JAMES A. COBB

Caroline Kunsch
Assignor

STATE OF FLORIDA)
) ss.
COUNTY OF [illegible])

The foregoing instrument was acknowledged before me by JAMES A. COBB

this [illegible] day of [illegible],

19[illegible].

My commission exp[illegible]

[illegible]
Notary Public

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ( )Individual (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.

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 22nd day of June, 1978

Berkshire Oil Properties

by:
Bryan Bell Assignee

With acknowledgment added

This form is submitted in lieu of official Form 3106-5(February 1971) and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3106-5(February 1971).

1331 Third Street
New Orleans, Louisiana 70130
(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statement or representations as to any matter within its jurisdiciton.

NM 4430

[redacted]

[redacted]

[redacted]

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, That K. L. HUGER, JR., 1215 Hibernia Bank Building, New Orleans, Louisiana 70112

called "Assignor" (whether one or more) for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver to Berkshire Oil Properties, a Limited Partnership of which Bryan Bell is the sole General Partner, its successors and assigns, of 1331 Third Street, New Orleans, Louisiana 70130, the following:

1.) Assignor's entire interest and title in and to the overriding royalty reserved by Assignor from the Oil and Gas Lease(s) listed below:

W-60114 - T.28N., R.10SW., Wyoming, Sublette County
Section 25: All
Section 26: All
Section 27: All
Section 28: All
(2,560.00 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 BERKSHIRE OIL PROPERTIES, its successors and assigns.

Date May 11, 1978

Assignor K. L. HUGER, JR.

Assignor

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 K. L. HUGER, JR. this eleventh day of MAY, 19 78.

My commission expires:
MARIA F. LeBLANC, NOTARY PUBLIC
PARISH OF ORLEANS, LA.
MY COMMISSION EXPIRES AT MY DEATH

Notary Public

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is ( )Individual (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 22nd day of June, 1978

Berkshire Oil Properties

by: _____
Bryan Bell Assignee

with acknowledgment added

This form is submitted in lieu of official form 3106-5(February 1971) and contains all of the provisions thereof as of the date of filing of this Assignment, plus the acknowledgment below which is the only addition to Official Form 3106-5(February 1971).

1331 Third Street
New Orleans, Louisiana 70130
(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statement or representations as to any matter within its jurisdiciton.

17:491

[redacted]

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, That BRYAN BELL, 1331 Third Street, New Orleans, Louisiana 70130

called "Assignor" (whether one or more) for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver to Berkshire Oil Properties, a Limited Partnership of which Bryan Bell is the sole General Partner, its successors and assigns, of 1331 Third Street, New Orleans, Louisiana 70130, the following:

1.) Assignor's entire interest and title in and to the overriding royalty reserved by Assignor from the Oil and Gas Lease(s) listed below:

W-55653 - T.35N., R.113W., Wyoming, Sublette County
Section 4: SE¼
Section 26: N½
(480.00 acres)

W-60840 T.54N., R.70W., Wyoming, Campbell County
Section 1: Lots 1, 2, 3, 4, S½N½
Section 2: Lots 1, 2, 3, 4, S½N½, S½
Section 3: Lots 1, 2, 3, 4, S½NE¼, N½SE¼, SE¼SE¼
Section 11: N½NE¼, SE¼NE¼
(1,476.08 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 BERKSHIRE OIL PROPERTIES, its successors and assigns.

Date 6-21-78

Assignor BRYAN BELL

Assignor

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 BRYAN BELL this 21st day of June, 1978.

My commission expires: for life

Notary Public

Form 3106–5
(February 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No.
W–34089

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

Amoco Production Company
Security Life Building
Denver, Colorado 80202

374495

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective (*date*) June 1, 1972, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2 Describe the lands affected by this assignment (*43 CFR 3101.2–3*)

T 30 N., R 107 W., 6th P.M.
Sec. 13: W/2
Sec. 14: E/2
Sec. 24: All
Sec. 25: E/2

Sublette County, Wyoming 1600.00 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.*) 2.25% (Two and One-quarter percent) of 8/8ths

** b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (*Percentage only*) 2.75% (Two and Three-quarters percent) 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.
**Banta and Haigh hereby disclaim any overriding royalty in excess of the amount set forth under 5b.

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 22nd day of March, 1979

BANTA AND HAIGH, a Partnership

By: _____
(Assignor's Signature)
E. S. Banta, Partner

800 First National Bank Building
(Assignor's Address)

Denver Colorado 80202
(City) (State) (Zip Code)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective JUN 1 1979

By Coleman Bane
(Authorized Officer)
Chief, Oil & Gas Section
(Title)

JUN 1 197-
(Date)

NOTE: This form may be reproduced provided that [redacted] in accordance with the provisions of [redacted] [redacted]

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.

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 m... notarial seal the day and year last above writ'n.

My Commission Expires.....

Notary Publi...

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 that ... 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 ... free 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 in behalf of said corporation by authority of its Board of Directors or by authority of its By-Laws.

My Commission Expires _____

... Public
Residing at

ATTEST:

BROOKS EXPLORATION, INCORPORATED

By: _____

_____, Secretary

_____, President

718 17th Street, Suite 2110
Denver, Colorado 80202

WILLIAM McBRIDE LOVE

MARTIN, WILLIAMS & JUDSON,
a Partnership

By: _____

_____, Partner

25 North Brentwood Boulevard
St. Louis, Missouri 63108

417 First National Bank Building
Midland, Texas 79701

THOMAS W. BLAKE

2016 Main, Suite 2420
Houston, Texas 77002

W Y O M I N G

STATE OF COLORADO)
SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ___ day of _____, 19__.

Witness my hand and official seal

_____
Notary Public

My commission expires

_____

Form 3106–5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No.
W-34090

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

Amoco Production Company
Security Life Building
Denver, Colorado 80202

W-34090

The undersigned, as owner of S 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* June 1, 1972, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment *(43 CFR 3101 2–3)*

T 30 N. R 107 W., 6th P.M.
Sec. 2: Lots 3, 4, S/2 N/2, S/2
Sec. 3: All
Sec. 10: E/2
Sec. 11: All

Sublette County, Wyoming 2092.25 acres

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 100%

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* 2.25% (Two and One-Quarter percent) of 8/8ths

* b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 2.75% (Two and Three-Quarters percent) 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.

**Banta and Haigh hereby disclaim any overriding royalty in excess of the amount set forth under 5b.

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 22nd of March, 19 79
BANTA AND HAIGH, a Partnership

By: _____
(Assignor's Signature)
E. S. Banta, Partner

800 First National Bank Building
(Assignor's Address)

Denver (City) Colorado (State) 80202 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective JUN 1 1979

By Gloria M. Lee
(Authorized Officer)
Chief, Oil & Gas Section
(Title)

JUN 1 1979
(Date)

NOTE. [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

4. 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.

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

ATTEST:

BROOKS EXPLORATION, INCORPORATED

_____,Secretary

By: _____
_____,President
718 17th Street, Suite 2110
Denver, Colorado 80202

WILLIAM McBRIDE LOVE

_____
25 North Brentwood Boulevard
St. Louis, Missouri 63108

MARTIN, WILLIAMS & JUDSON,
a Partnership

By: _____
_____,Partner
417 First National Bank Building
Midland, Texas 79701

THOMAS W. BLAKE

_____
2016 Main, Suite 2420
Houston, Texas 77002

W Y O M I N G

STATE OF COLORADO)
: SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 19__

Witness my hand and official seal

_____
Notary Public

My commission expires:

_____

Form 3106-5
(February 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1560

Serial No. W-24094

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

Amoco Production Company
Security Life Building
Denver, Colorado 80202

The undersigned, as owner, of S 100 percent of record title of the above-designated oil and gas lease issued effective (*date*) June 1, 1972, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (*43 CFR 3101.2-3*)

T 30 N., R 106 W., 6th P.M.
Sec. 18: Lots 1, 2, 3, 4
Sec. 19: Lots 1, 2, 3, 4, E/2 W/2
Sec. 30: All
Sec. 31: All
Sec. 32: All

Sublette County, Wyoming 2317.70 acres

3. What part of assignor(s) record title interest is being conveyed to assignee? (*Give percentage or share*) 100%

5a. What overriding royalty or production payments is the assignor reserving herein? (*See Item 4 of General Instructions; specify percentage*) 2.25% (Two and One-Quarter percent) of 8/8ths

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (*Percentage only*) 2.75% (Two and Three-Quarters percent) 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.

**Banta and Haigh hereby disclaim any overriding royalty in excess of the amount set forth under 5b.

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 22nd day of March, 19 79

BANTA AND HAIGH, a Partnership

By: _____
(Assignor's Signature)
E. S. Banta, Partner

800 First National Bank Building
(Assignor's Address)

Denver (City) Colorado (State) 80202 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective JUN 1 1979

By: _____
(Authorized Officer)
Chief, Oil & Gas Section

JUN 1 1979
(Date)

5

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.

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; that 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

ATTEST:

_____,Secretary

BROOKS EXPLORATION, INCORPORATED

By: _____
_____,President
718 17th Street, Suite 2110
Denver, Colorado 80202

WILLIAM McBRIDE LOVE

_____
25 North Brentwood Boulevard
St. Louis, Missouri 63108

MARTIN, WILLIAMS & JUDSON,
a Partnership

By: _____
_____,Partner
417 First National Bank Building
Midland, Texas 79701

THOMAS W. BLAKE

_____
2016 Main, Suite 2420
Houston, Texas 77002

W Y O M I N G

STATE OF COLORADO)
SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 19___

Witness my hand and official seal

_____
Notary Public

My commission expires:

_____

Form 3106-5
(February 1978)

CASPER PRESS
134 N. Center
Casper, Wyo.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1560

SERIAL NO.
W-64477

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

(Type or print)

WILLIAM H. MARTIN, Jr.
R. KEN WILLIAM
EDWARD H. JUSTICE
W. P. ANDERSON & ASSOCIATES, Ltd.
413 First National Bank Building East
Midland, Texas 79701

1

The undersigned, as owner of 100 percent of record title or operating rights in the lease, hereby transfers and assigns to the assignee shown below, the record title interest in and to such lease as specified below:

2 Describe the lands affected by this assignment as to lease:

Township 31 North, Range 107 West, 6th P.M.
Section 5: Lots 1, 2, 3, 4, S½N½

Township 32 North, Range 107 West, 6th P.M.
Section 30: E½W½
Section 31: E½W½

Containing 641.72 acres, more or less,
in Sublette County, Wyoming.

3 What part of assignor(s) record title interest is being conveyed to assignee: 100%

4 What part of the record title interest is being retained by assignor: NONE

5 a Any overriding royalty or production payments the assignor will create: Specify percentage: SEE ATTACHED RIDER

b What overriding royalties or production payments, if any, were previously created out of assignor's interest: Specify percentage: NONE

It is agreed that the obligation to pay any overriding royalties or payments out of production of which, when added to overriding royalties or payments out of production previously created and then payable to the United States, aggregate in excess of 17½ percent, shall be suspended whenever the average production per well per day averaged on the monthly basis is 15 barrels or less.

6 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, 1978.

(Assignor's Signature)
W. P. ROSSER, JR.

1100 West Mercury Boulevard
(Assignor's Address)

Hampton, Virginia 23666
(City) (State) (Zip Code)

18 U.S.C. Section 1001 makes it a crime for any person knowingly and willfully to make 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 herein: **174501**

RECORDED June 21, 1978 11:20 AM
IN BOOK 2 Misc PAGE 547
FEES $ 5.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Assignment approved effective

By _____
(Authorized Officer)

(Title) (Date)

These rights may be represented by ... in accordance with the provisions ... to the official plat ...

[redacted] [redacted] [redacted]

PART II

[redacted]

[redacted]

[redacted]

Assignor hereby excepts and reserves an obligation equal to $ 3,000.00 per acre for the number
s assigned hereby, the same to be paid out of THREE PERCENT (3%) of the market value at the
's, as produced, of all the oil and gas which may be produced, saved and marketed from the above described
is under the terms of said lease or any extensions or renewals thereof. All payments made on account of said
gation shall be computed and paid at the same time and in the same manner as royalties payable to the Lessor
r the terms of said lease are computed and paid. Except as specifically herein provided, this reservation
said obligation shall not imply any leasehold preservation, drilling or development obligation on the part of
Assignee; however, nothing herein contained shall relieve Assignee from compliance with any of the terms and
itions of said lease. No change in the ownership of said obligation, or any interest therein, shall be bind-
upon Assignee until such time as Assignee shall have been furnished with either the original or a certified copy
ny acceptable photostatic copy of the recorded instrument or instruments effecting such change in ownership.

In the event Assignee shall desire to surrender all or any part of the acreage covered hereby, said Assignee
notify Assignor by Registered or Certified Mail 45 days prior to relinquishment, and said Assignor
have 15 days within which to elect or reject reassignment of such acreage to be relinquished. In
event of breach by Assignee of the provisions of this paragraph in such a fashion that all or any part of the
is terminated or surrendered without first having been offered to Assignor as required hereunder, the par-
hereby agree that Assignee shall pay Assignor, as liquidated damages and not as a penalty, and in complete
lement for all damages caused by such breach, the amount per acre that was paid for this assignment for each
of this lease so lost or surrendered.

Signed for Identification

OIL A[redacted]AS LEASE

AGREEMENT, Made and entered into this 22nd day of February, 19 79

by and between Milton Bennett and Evelyn G. Bennett, husband and wife,
Tie Siding, Wyoming 82084

, hereinafter called lessor (whether one or more) and

Kenai Oil & Gas Inc. 2000 Energy Center One, 717 17th St. Denver, Co. 80202, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of ten and more Dollars ($10.00+)

cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee, its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the County of Sublette

State of Wyoming, described as follows, to wit:

See attached rider for description of acreage.

and containing 5,218.80 acres, more or less.

It is agreed that this lease shall remain in force for a term of 3 years from 24th May, 1982 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 24th day of May, 19 83, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the

Bank at

or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of Five Thousand Two Hundred Eighteen and 80/100 DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Rentals may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anniversary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Lessee shall pay for damages caused by its operations to growing crops on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 40 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 40 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a duly 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.

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Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or revesting of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when compiled with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

Lessor hereby releases and relinquishes any right of homestead, dower or courtesy they or either of them may have in or to the leased land.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.

(SEAL) (SEAL)

(SEAL) (SEAL)

Hilton Bennett (SEAL)

Evelyn C. Bennett (SEAL)

STATE OF Wyoming }
COUNTY OF Albany } 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 16 day of
19 77, personally appeared Hilton Bennett
and Evelyn C. Bennett, to 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 Oct. 10, 1978

Notary Public

STATE OF }
COUNTY OF } SS.

Arizona, Colorado, Idaho, Kansas, Montana
Nebraska, Nevada, New Mexico, North Dakota,
South Dakota, Utah, Wyoming
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of
, 19 , personally appeared
and , to me known to be the identical person
described in and who executed the within and foregoing instrument of writing and acknowledged to me that
executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of A. D. 19 before me personally appeared to me personally known who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of A. D. 19

(SEAL)

Notary Public.

My Commission expires.

This instrument was filed for record on the
day of 19 , at
o clock M., and duly recorded in
Volume Page
of the records of this office

County Clerk.

By
Deputy.

When recorded return to

Township 32 North, Range 11 [illegible]
Section 7: Lots 2, 3, 4, SE¼NW¼, E½SW¼, [illegible]
Section 8: SW¼NW¼, W½SW¼, SE¼SW¼, SW¼SE¼
Section 17: W½, W½E½, SE¼NE¼, E½SE¼
Section 18: Lots 1, 2, E½[illegible], [illegible]
Section 20: NE¼, N½NW¼ [illegible]
Section 21: W½, N½E½, [illegible]
Section 28: NW¼NW¼, [illegible]

[illegible]
Section [illegible]
Section [illegible]
Section [illegible]

Township [illegible]
Section 31: [illegible]

Township [illegible]
Section 27: [illegible]
Section 34: [illegible]
Section 35: [illegible]

Signed for Identification: [illegible]
Milton Bennett

[illegible]
Evelyn G. Bennett

"RIDER"

Attached to and made a part of Oil and Gas Lease dated February 22 1979 between Milton Bennett and Evelyn G. Bennett, husband and wife as lessor, and Kenai Oil and Gas Inc., as lessee.

Anything herein to contrary notwithstanding:

Lessee agrees that if any of the lands in this lease are pooled with other lands and production is obtained, one well will not hold the entire lease beyond three (3) years from the completion date of the well; and if no well is drilled on that part of the lease not actually held by production, then lessee agrees to pay delay rentels during the primary term on that part of the lease not held by production; and if at the end of the primary term the lease is being maintained solely by the well on the pooled acreage, the lease will expire as to that part ot the leasehold estate that is not within the pooled unit and lessee agrees to execute a partial release of that part of the lease not actually held within the pooled unit.

Lessor warrants title only insofar as their(her) 10.00% net mineral interest is concerned. Lessee agrees that there is an oil and gas lease presently of record from Milton Bennett and Evenly G. Bennett lessor to Richard B. Stevens as Lessee, the primary term of which expires on May 24, 1982. This lease dated February 22, 1979 is to become effective on the expiration of the above lease dated. May 24, 1972. This lease is subject to the additonal bonus payment as specified in Letter Agreement dated April 24,1979 between Lessor and Kenai Oil and Gas Inc. which agreeemnt shall be binding upon the lessee herein, it sucessors and assigns.

Milton Bennett

Evelyn G. Bennett

174550

RECORDED June 27 19 79 8:00 AM
IN BOOK 57 Oil PAGE 550
FEES $6.50 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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: B. J. Bradshaw
Street: 335 Pierpont Avenue
City: Salt Lake City,
State: UT
Zip Code: 84101

W 52352
(Serial Number)

This lease subject to the determination by the Geological Survey as to whether the lands 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. 36 N., R. 109 W., 6th Prin. Mer.
Section 6: SE¼

174586

[illegible] Jan 29 1979 8:00 AM
[illegible] 574 Acres 554
16 [illegible] Lands Office
[illegible] SUBLETTE COUNTY, [illegible]
[illegible]

U.S. Geological Survey reports lands in lease were not within a known Geologic Structure on date of lease issuance

Containing a total of 160.00 acres | Annual Rental . . . . . $ 80.00

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: NOV

THE UNITED STATES OF AMERICA

By [signature]
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

OCT 3 1975
(Date)

FOR CLAIMANT

554

555

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) *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 a penal sum of $10,000 with approved corporate surety, or with deposit of United States bonds as surety thereafter conditioned on 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 is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in a 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 the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) *Wells.*—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease, or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director, (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties on amounts or value of production removed or sold from the leased lands as follows:

Rentals.—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(i) For each lease year a rental of 50 cents per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.

(ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than $1 per acre, and the prescribed minimum royalty of $1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b)(ii) above.

Royalty on production.—(1) To pay the lessor 12½ percent 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 interests 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 leased lands, the proceeds therefrom, and the gravity, and the gas-oil ratio of all oil produced, the number of wells drilled, the development work and the production therefrom, a plat showing the location of all wells on the leased lands, and a report with respect to [redacted] investments, depreciation and costs.

(h) *Well records.*—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of the 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, and compliance with regulations.*—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was based before abandoning the same, to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost. *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) *Taxes and wages; freedom of purchase.*—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee, to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) *Equal Opportunity Clause.*—During the performance of this contract the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965 and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Assignment of oil and gas leases; consents necessary.*—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, operating agreements and subleases, working or royalty agreements, within 90 days from the date of final execution thereof.

(n) *Pipeline connections; common carrier and nondiscriminatory service.*—If owner or operator or owner of a controlling interest in any pipeline or of any system of pipelines, any operation the same which may be operated accessible to the oil or gas leased 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) *Compliance with laws and regulations.*—To comply with all applicable laws and regulations thereunder. If the lands or any part thereof have been or shall hereafter be disposed of under the law 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) *Restricted 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 of the 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 forests 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) damaging or removing fossils [redacted] or prehistoric [redacted] archeological, historical, or other scientific interest, or any other [redacted] the extent directed [redacted] after [redacted] when ordered [redacted] to [redacted] 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 lessee.

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 premises on surrender or 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 [redacted] of States, as amended (43 [redacted] and 433, Title 18, U.S. [redacted] Sec. 22b and [redacted] Code, relating to [redacted]

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 82[illegible]

anagement Agency (*name*)

FOREST SUPERVISOR
BRIDGER-TETON NATIONAL FOREST
FOREST SERVICE BUILDING
JACKSON, WY 83001

Address (*include zip code*)

BUREAU OF RECLAMATION
P. O. BOX 11568
SALT LAKE CITY, UTAH [illegible]

Notwithstanding any provision of this lease to the ontrary, any drilling, construction, or other operation n the leased lands that will disturb the surface thereof or otherwise affect the environment, hereinafter alled "surface disturbing operation," conducted by essee shall be subject, as set forth in this stipulation, to prior approval of such operation by the Area il and Gas Supervisor in consultation with appropriate surface management agency and to such reasonable conditions, not inconsistent with the purposes or which this lease is issued, as the Supervisor may equire to protect the surface of the leased lands and he environment.

2. Prior to entry upon the land or the disturbance of he surface thereof for drilling or other purposes, essee shall submit for approval two (2) copies of a map and explanation of the nature of the anticipated ctivity and surface disturbance to the District Engineer or Area Oil and Gas Supervisor, as appropriate, and will also furnish the appropriate surface management gency named above, with a copy of such map nd 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)

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

STIPULATION FOR LANDS UNDER JURISDICTION OF DEPARTMENT OF AGR LTURE*

ne lands embraced in this lease or permit being under the jurisdiction of the Secretary of Agriculture, the lessee or rmittee hereby agrees:

) To conduct all operations authorized by this lease permit with due regard for good land management, ot to cut or destroy timber without first obtaining rmission from the authorized representative of the retary of Agriculture, and to pay for all such timber ut or destroyed at the rates prescribed by such representative; to avoid unnecessary damage to improvements, mber, crops, or other cover; unless otherwise authorzed by the Secretary of Agriculture, not to drill any vell, carry on operations, make excavations, construct unnels, drill, or otherwise disturb the surface of the ands within 200 feet of any building standing on the ands and whenever required, in writing, by the authorzed representative of the Secretary of Agriculture to ence or fill all sump holes, ditches, and other exavations, remove or cover all debris, and so far as easonably possible, restore the surface of the lands o 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

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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.*); June 28, 1944 (58 Stat. 483–485); 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. 133v–16, Note).

xercise of [redacted] .eges authorized by this lease or
rmit, and shall maintain such fire tools at his head-
uarters or at the appropriate location on the lands as
e deemed necessary by such representative.

) In the location, design, construction, and mainte-
ance of all authorized works, buildings, plants,
aterways, roads, telegraph or telephone lines, pipe-
nes, reservoirs, tanks, pumping stations, or other
tructures or clearance, the lessee or permittee
hall do all things reasonably necessary to prevent
reduce to the fullest extent scarring and erosion of
e lands, pollution of the water resources and any
mage to the watershed. Where construction, opera-
on, or maintenance of any of the facilities on or
onnected with this lease or permit causes damage to
e watershed or pollution of the water resources, the
ssee or permittee agrees to repair such dam ge and
take such corrective measures to prevent further
llution or damage to the watershed as are deemed
ecessary by the authorized representative of the
ecretary of Agriculture.

) If in the opinion of the authorized representative of
e Secretary of Agriculture, the lands are valuable for
atershed protection, the lessee or permittee shall pro-
de for control of surface runoff and return the affected
ea to as productive condition as practicable.

) 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
wner or their tenants harmless from all damage or
aims for damage to persons or property resulting from
lessee's or permittee's operations under this lease
permit.

) To recognize existing uses and commitments, in
e form of Department of Agriculture grazing, timber
tting, and special use permits, water developments,
ch, road, trail, pipeline, telephone line, and fence
ghts-of-way and other similar improvements, and to
nduct his operations so as to interfere as little as
ssible with the rights and privileges granted by these
mits or with other existing uses.

[redacted] To install and maintain cattle guard[redacted]vent 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.

(8) 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.

(9) To comply with all federally-approved rules and regulations of the Secretary of Health, Education, and Welfare governing the emission of pollutants into the air from activities which are embraced in this lease or permit.

(10) 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.

(11) 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.

(12) To address all matters relating to this stipulation to

FOREST SUPERVISOR
at [illegible]
FOREST SERVICE BUILDING
JACKSON, WY 83001

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.

(Signature of Lessee)

GPO 850-29[illegible]

Forest Service Supplement to
Form 3109-3

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SURFACE OCCUPANCY STIPULATION

1. The lands included in this lease may contain significant prehistoric and/or historic artifacts, therefore the lessee agrees not to enter the lease area until an inventory of archeological and/or historical sites is made by the surface management agency or its designated representative, and conditions of use are prepared to protect the sites in accordance with the Antiquities Act of June 8, 1906 (34 Stat. 1, 225; 16 USC 431) and the Historical Sites Act of August 21, 1935 (49 Stat. 666; 16 USC 416-467).

2. No occupancy of the surface in the following areas is authorized by this lease. The lessee may employ directional drilling to develop the oil and gas resources under these areas, provided that such drilling or other works will not disturb the surface area or otherwise interfere with their use by the surface management agency. The areas to be excluded from surface occupancy unless specifically approved in the operating plan are:

(a) Within 500 feet on either side of the centerline of any and all roads and/or highways within the lease area.

(b) Within 200 feet on either side of the centerline of any and all designated trails within the lease area.

(c) Within 500 feet of the normal high waterline of any and all streams, lakes, ponds, and reservoirs located within the lease area.

(d) Within 400 feet of any and all springs within the lease area.

(e) Within 400 feet of any improvements either owned, permitted, leased, or otherwise authorized by the surface management agency.

[redacted] [redacted] [redacted] 4410

It is mutually understood that the lands described below have been inventoried as roadless areas and must be evaluated for their wilderness potential. Depending on the results of the evaluation, the areas in question may be determined as suitable for further wilderness study, or not suitable for wilderness. Those areas determined as suitable for wilderness may ultimately be classified as wilderness.

All Lands in Lease

In the inventoried roadless areas, the following restrictions shall apply:

A. Existing roads, if any, may be used for temporary access in a non-destructive manner, but may not be reconstructed, improved or graded.

B. Where temporary access is needed to an area not served by an existing road, methods of access not resulting in erosion, scars or environmental damage shall be used.

C. Where long term access or development is desired, or where the method to be used will possibly cause environmental damage, an application for such access or development shall be filed with the Supervisor of the National Forest involved. Such application shall include the nature of the proposed access or development, any measures proposed to minimize the environmental impact, including proposed restoration measures, and a map of the location and the access or development. The Supervisor will coordinate the proposal with the local office of the United States Geological Survey, and based upon such coordination and agreement reached with the United States Geological Survey, will either approve the proposal, conditioned upon necessary protective measures, or will disapprove the proposal.

D. This clause shall become inoperative in the event the area is determined as not suitable for wilderness.

E. If the area, or part of it, is determined as suitable for wilderness study, this clause shall remain in full force and effect until the area is either classified for wilderness or is formally rejected for such classification. If the area is classified as wilderness, this lease shall become subject to the provisions of the Act of September 3, 1964, 78 Stat. 890, and the Forest Service regulations and policies pertaining thereto.

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CW-702 (D 7/7)

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management

Oil and Gas Lease WYOMING

Serial No. W-52352

ASSIGNMENT OF UNITED STATES
OIL AND GAS LEASE

THIS AGREEMENT, dated the 9th day of February, 19 79, by and between

B. J. BRADSHAW, c/o Mr. Dick Monroe, Walker Bank and Trust Company

, whose address is P. O. Box 30169,

Salt Lake City, Utah 84142 hereinafter called "Assignor," and CHEVRON U.S.A. INC.,

hereinafter called "Assignee," whose address is P.O. Box 599, Denver, Colorado 80201

WITNESSETH:

WHEREAS, pursuant to an offer filed with the Bureau of Land Management, there was issued under date of November 1, 1975, a United States Oil and Gas Lease now bearing the above serial number and covering land in Sublette County, State of Wyoming, including the following described land, hereinafter referred to as "said land":

Township 36 North, Range 109 West
Section 6: SE¼

Containing 160.00 acres, more or less,

774587

RECORDED [illegible] 1977 8:00 M
BOOK 57 Misc PAGE 561
RECORDED Sublette Wyo COUNTY CLERK
By Deputy

and,

WHEREAS, Assignor desires to sell and assign, as hereinafter provided, to Assignee the above described lease insofar as said lease covers said land:

NOW THEREFORE:

In consideration of the sum of Ten and More Dollars ($ 10.00 & More) paid by Assignee to Assignor, receipt of which is hereby acknowledged, and in consideration of the performance by the parties hereto of the agreements and covenants hereinafter set forth, Assignor does hereby grant, bargain, sell, convey, transfer, set over and assign to Assignee the above described United States Oil and Gas Lease insofar as said lease covers said land, to have and to hold the same unto Assignee forever.

1. This Agreement shall cover and relate to any lease issued pursuant to the offer hereinabove referred to, and any renewals, modifications or extensions of said lease, and any lease issued in lieu thereof, and any relief, exchange, consolidated or other character of lease issued as the result thereof to the Assignor for said land, or any part thereof, under an Act of Congress heretofore or hereafter enacted. The term "said lease" as hereafter used, shall refer to any such lease hereinabove described.

2. As to said land, Assignor warrants that Assignor is the sole and absolute owner of said lease, and that said lease is not subject to cancellation or termination for any cause, and is not subject to any prior sale, option, assignment, operating agreement, royalty, rental, financial burden, restriction, condition or obligation of any kind or character other than those set forth in Paragraph 6 or imposed by the United States Government by law, regulation, or the term of such lease, and in addition thereto Assignor agrees to protect Assignee against any expense, loss or damage arising as a result of either such cancellation or termination or any claims or rights asserted by, through, or under the Assignor; provided, however, the liability of Assignor shall not be greater than the consideration paid by Assignee for this assignment and any option heretofore in effect as to said land between the parties hereto.

3. Assignee hereby accepts this assignment and agrees to be bound and abide by all of the terms, conditions and covenants of said lease.

4. Assignee may surrender said lease to the United States as to all or any part of the land affected thereby without incurring any liability whatsoever to Assignor, provided that prior to the making of any such surrender, Assignee shall deposit in the United States Mail as certified mail with return receipt requested addressed to Assignor, a notice of Assignee's proposed surrender. Assignor shall have thirty (30) days from the depositing of such notice by Assignee within which to elect to take and receive a reassignment of said Oil and Gas Lease as to the land proposed to be surrendered. If Assignee shall, within said thirty (30) day period, receive notice in writing from Assignor that Assignor has elected to take an assignment of said lease as to said land proposed to be surrendered, Assignee shall execute and deliver to Assignor in triplicate a proper reassignment of the rights and interests hereby assigned as to the land so specified in Assignee's notice of intention to surrender. Failure of Assignor to notify Assignee within said thirty (30) day period, of Assignor's election to take a reassignment, shall be deemed to constitute Assignor's consent to said proposed surrender.

If, having taken any reassignment of said lease as to any land, Assignor shall fail, for a period of thirty (30) days following the delivery of said reassignment to him, to file said reassignment with the Bureau of Land Management for approval, together with a proper showing of the qualification of Assignor to receive said reassignment and hold a lease on said reassigned land, Assignee may, notwithstanding said reassignment, surrender to the United States said lease as to the land so reassigned.

Assignor shall be responsible for all rentals and royalties becoming due with respect to said lease as to any reassigned land from and after thirty (30) days from the date Assignee deposits any notice of proposed surrender in the United States Mails, but Assignee shall pay all rentals and royalties becoming due prior thereto, provided, however, Assignee shall not be liable for its failure to pay or the improper payment of any rental or royalty so long as it has acted in good faith.

Notwithstanding any other provision herein contained, either express or implied, Assignee's obligations under this Paragraph 4 shall cease and terminate sixty (60) days prior to the end of the primary term of said lease.

5. If the authority having the power to grant approval shall refuse to approve this assignment, Assignor agrees to execute such other or further instrument or instruments transferring to Assignee the rights hereinabove set forth, or the equivalent thereof, as may be acceptable to said authority.

6. (A) Assignee hereby agrees to account for and pay to Assignor, (as an overriding royalty) on or before the 20th day of each month, on the sale value or net proceeds received by Assignee from oil and gas produced from said land, or, in the event said land or a portion thereof is included in any co-operative or unit, communitization, or other production or development plan, from oil and gas allocated to said land or to a portion thereof under said plan:

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1. A sum representing the "sale value" as hereinafter defined of _____ % of all oil produced from, or allocated to, said land or to a portion thereof, and saved and marketed during the preceding calendar month, and

2. A sum representing ___% of the net proceeds received by Assignee from the sale of all gas produced from, or allocated to, said land or to a portion thereof and saved and marketed during the preceding calendar month;

[redacted] [redacted] [redacted]

provided, that no such payments shall be made or shall accrue upon any oil or gas used for operating, developing, or production purposes upon said land or any land included therewith in any co-operative or unit, communitization, or other production or development plan, or unavoidably lost, and no sums shall be payable upon gas used for recycling or repressuring operations benefiting said land. In the event Assignee shall elect to pay compensatory royalties to the United States in lieu of drilling, Assignee agrees to pay and Assignor agrees to accept payment for Assignor's share of the sale value of oil and the fair market value at the well of gas computed on the same amount of oil and gas as that on which compensatory royalty to the United States is paid. The term "sale value" as applied to oil under the provisions hereof shall mean (a) the price for which Assignee sells Assignee's oil produced from the same field, less any costs of marketing such oil as crude, including costs of handling, transportation to point of sale, treating unmerchantable oil to render it merchantable as crude and other applicable costs, or (b) in the event that Assignee does not sell such oil as crude, the fair market value, prevailing in the field where such oil is produced, for oil of like character, gravity, and quality. Assignor agrees to pay or to reimburse Assignee for a percentage of any and all taxes levied upon the mineral rights in said land and upon the severance or production or sale of oil and gas extracted therefrom, equivalent to Assignor's percentage of the sale value and net proceeds, as above set forth.

The undersigned agree that the obligation to pay any overriding royalties or other 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.

(B) Assignor hereby excepts overriding royalties previously reserved by instruments reflecting same which are of record either in the county in which the assigned lands are situated or in the appropriate office of the Bureau of Land Management, which overriding royalties amount to _____ -0- _____ % and which shall not reduce any payment due Assignor pursuant to (A) above.

(C) Any overriding royalty reserved or sold from said lease by Assignor or a predecessor in title in addition to the overriding royalties set forth above in (A) or (B) shall be computed as a part of and deducted from the _____ 5 _____ % overriding royalty referred to above in (A).

7. In connection with operations for the production of oil and gas or either of them, Assignee may at any time or times pool or unitize the overriding royalty reserved to Assignor under paragraph 6 (A), insofar as said overriding royalty affects the land covered hereby, in whole or in part, as to any stratum or strata, with other lands and leases in the same area or field so as to constitute a unit or units whenever, in Assignee's judgment, necessary or advisable to comply with a law, rule, order or regulation of a governmental authority having jurisdiction, to reduce or prevent economic waste, to protect correlative rights, or to promote, encourage or accomplish the conservation of natural resources, by filing for record an instrument so declaring subject to the following: (a) Units formed to establish or comply with an orderly or uniform well spacing pattern for the production of oil or gas shall not exceed 80 acres if for the production of oil and shall not exceed 640 acres if for the production of gas, plus a tolerance of 10% in each instance, except that if the governmental authority having jurisdiction by appropriate rule, order or regulation prescribes or permits or, based on prior action of the applicable governmental authorities, may reasonably be expected to prescribe or permit units of a larger size, the unit or units may be increased to the maximum so prescribed or permitted or so reasonably expected to be prescribed or permitted. (b) Units formed to accomplish a cycling, pressure maintenance, repressuring or secondary recovery program, or any other cooperative or unit plan of development or operation involving multiple wells must be approved by the governmental authority having jurisdiction and shall allocate to the portion of said land included in any such unit a fractional part of production from any part of such unit on one of the following bases: (i) the ratio between the quantity of recoverable production allocable to the portion of said land included in such unit and the total of all recoverable production allocable to such unit; or (ii) such other basis as may be approved by the governmental authority having jurisdiction thereof. Any such unit so established may be enlarged to include acreage believed to be productive or may be diminished by excluding acreage believed to be nonproductive and, in the absence of current production therefrom, any such unit may be abolished and dissolved by filing for record an instrument so declaring. Instruments filed for record hereunder shall be filed in the public notice records of the county in which the land is situated. Upon production from any part of any such unit, Assignor herein shall be entitled to the overriding royalty to be paid to Assignor pursuant to paragraph 6 (A).

8. No change of ownership in the interests of Assignor hereunder shall be binding on Assignee until after notice thereof to Assignee and Assignee has been furnished with the written transfer or assignment, or a certified copy thereof, and such change of ownership shall have received any approval required under any applicable law or regulation.

9. No implied covenants shall be read into this agreement requiring Assignee to drill or to continue drilling upon said land, or fixing the measure of diligence therefor. Nothing herein contained shall be deemed to obligate Assignee to produce, sell or otherwise dispose of oil or gas from said land.

10. Nothing herein contained shall be construed as being in any manner in derogation of any of the terms, conditions of provisions of the Act of Congress under and by virtue of which said lease is issued, or of any regulations of the Department of the Interior of the United States lawfully promulgated thereunder; but, on the contrary, this agreement shall in all particulars be deemed amenable to reformation to eliminate or modify any portions thereof found to be in contravention of the provisions of said Act or such regulations or against public policy, and, except as to the provisions so eliminated, shall remain in full force and effect as so modified.

11. All of the covenants, stipulations and obligations hereof shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, executors, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

R. J. Bradshaw — Assignor

_____

Spouse of Assignor

STATE OF UTAH }
COUNTY OF SALT LAKE } ss.

On this 2nd day of April, 19 79, before me, the undersigned, a Notary Public in and for said county, personally appeared ~~R. J. BRADSHAW,~~ Gaybe H. Anderson attorney-in-fact for R. J. Bradshaw, known to me to be the identical person ___ described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the purpose and consideration therein expressed.

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 10-11-81

Robert L. Hall — Notary Public, Signature

Salt Lake County — Address of Notary

Robert L. Hall — Notary: Print, Type or Stamp Name

563

REQUEST FOR APPROVAL OF ASSIGNMENT

Chevron U.S.A., Inc., Assignee herein, accepts and hereby requests approval of the foregoing Assignment Agreement and certifies as follows:

1. Assignee is a California corporation whose qualifications to hold United States Oil and Gas Leases are on file with the Bureau of Land Management, Washington, D.C., under Serial B.L.M. 066100.

2. 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 State in which the lands subject hereto are located.

3. Assignee is the sole party in interest in this assignment.

4. A filing fee in the amount of $10.00 is remitted herewith.

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____.

Chevron U.S.A., Inc.,

By _____
Assistant Secretary

STATE OF COLORADO
COUNTY OF ARAPAHOE } ss.

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared R. O. Brandt

_____ to me personally known, who being by me duly sworn did say that he, with the capacity designated by his signature on the document to which this certificate is attached, is an officer or agent, of Chevron U.S.A., Inc., a corporation organized and existing under and by virtue of the laws of the State of California, and that he as such officer or agent and in such capacity being authorized by its Bylaws and/or Board of Directors so to do, signed, sealed, executed and acknowledged before me the foregoing instrument on behalf of said Corporation as his voluntary act and deed and the voluntary act and deed of said Corporation for the uses, purposes and consideration therein expressed and contained by signing the name of the Corporation by him as such officer or agent and that the seal, if any, affixed to said instrument is the Corporate seal of said Corporation, and he further acknowledges to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal of office on this the 23rd day of

April, 19 79

My commission expires

My commission expires Jan. 8, 1983

Lona L. Curtis
Notary Public

Assignment approved effective:

_____
Date

THE UNITED STATES OF AMERICA

By _____
Signing Officer

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described ~~below:~~ above.

Assignment approved effective JUN 1 1979

By Glenn N. Lane
(Authorized Officer)

Chief, Oil &
Gas Section
(Title)

MAY 30 1979
(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

Claimant

[redacted] [redacted] [redacted] 91-5

Form 3120–19
(May 1968)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181–263)

Feb. 3-5-73

Name
Street
City
State
Zip Code

Chevron Oil Company
Box 599
Denver, CO 80201

W 36894
(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: **#393** State: **Wyoming** County: **Lincoln, Sublette**
331.51 A 1960.00 A

T 35 N, R 115 W, 6th Prin Mer, WY

974588

Sec 6: Lote 3, 4, 5, 6, SE¼

T 36 N, R 115 W, 6th Prin Mer, WY

Sec 16: All

Sec 21: All

Sec 22: S½SW¼

Sec 28: All

RECORDED this 27 day of Feb 19 73 at 8:00 AM
in Book 1 of Misc on page 564
in the Office of the County Clerk of Lincoln County, WYOMING
By Dorothy [illegible]

[illegible] Survey records lands in [illegible] not within a known Geologic Structure on date of lease issuance

Containing a total of **2291.51** acres

Annual Rental . . . . . $ **1146.00**

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: **March 1, 1973**

THE UNITED STATES OF AMERICA

454 8231

SEE INSTRUCTIONS ON REVERSE W 36894

NONCOMPETITIVE OFFER TO
LEASE FOR OIL AND GAS

3. Parcel Number [illegible]

4. State [illegible]

[illegible]
(Signature of Signing Officer)

[illegible]
(Title)

February 22, 1973
(Date)

The undersigned hereby offers to lease for oil and gas all or any portion of the above-identified parcel of land which may be available for noncompetitive leasing, and certifies that the (1) applicant is a citizen of the United States, an association of such citizens, a partnership, a corporation organized under the laws of the United States or any State thereof, or a municipality organized under the laws of such a State; (2) applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation provided by the Mineral Leasing Act of February 25, 1920, as amended; and (3) applicant is the sole party in interest in this offer and the lease if issued, or if not the sole party in interest, that the names and addresses of all other interested parties are set forth on the reverse hereof. The undersigned agrees that the successful drawing of this card will bind him to a lease, Form 3120–19 (4–1138) or 3200–3 (4–1196), and to the extent applicable, the stipulations provided for in 43 CFR 3103.2 for the described parcel or any portion thereof if such a lease is issued by the Bureau of Land Management as a result of this drawing.

CHEVRON OIL COMPANY

[illegible]
(Signature of Applicant)

August 24, 1972
(Date)

P. O. BOX 599, DENVER, COLORADO 80201
(Address, including zip code)
DO NOT DETACH

FOR CLAIMANT

564

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 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 annual rental of $2 per acre annual rental but not less than $1,000 nor more than $10,000, for the extraction of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) to furnish prior to the 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 or already being maintained or unless such a bond furnished by the 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 such bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) *Cooperative or unit plan.*—Within 30 days of demand, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) *Wells.*—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties on amounts or value of production removed or sold from the leased lands as follows:

Rental.—To pay the lessor in advance an annual rental at 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 1102.2. 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 developments and improvements on the leased lands; a report with respect to [redacted] and costs.

(h) *Records.*—To keep a daily drilling record, a log, and complete information on all well surveys and tests; to furnish to or permit to be made by the lessor or his representative at all reasonable times access to the leased lands, and an acceptable record of all subsurface investigations affecting said lands; and to furnish copies of any of the records, logs, or reports required by the lessor, 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, and protection of environment.*—To exercise reasonable diligence in drilling and producing the wells herein provided for, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was based before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost. *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) *Taxes and wages; freedom of purchase.*—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase; and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) *Equal Opportunity clause.*—During the performance of this contract the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, 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) *Assignments of leases or sublease.*—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 agreements, within 90 days from the date of final execution thereof.

(n) *Preference right to lease.*—If owner of a controlling interest in any pipeline or 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 concern 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 the provisions of the act of August 7, 1947 (61 Stat. 913; 30 U.S.C. 351-359).

(o) *Surrender, cancellation, or compensation.*—To comply with and abide by all reasonable requirements and regulations thereunder, if the lands covered by this lease or any part thereof hereafter be disposed of under the act 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) *Removal on termination of lease.*—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 vegetation, boundaries, and markers; cessation of operations.*—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; (2) the pollution of streams and water holes; (3) damaging improvements owned by the United States or other parties; or (4) [redacted] damages, or destruction of biologic or prehistoric objects of archeological interest. Upon [redacted] partial relinquishment [redacted] at any other time [redacted] the lessee shall [redacted] 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 lessee. [redacted] When [redacted] 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 per cent except as otherwise authorized by the regulations.

(s) *Deliver premises on termination of lease.*—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 royalties in amount or in value.*—All rights pursuant to section 36 of the act to take royalties in amount or in value of production.

(f) *Control of wells.*—All rights pursuant to section 40 of the act to purchase, drill, and lease or operate salvage water wells.

Sec. 4. *Drilling and prospecting 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, [redacted] or Federal officer or agency so authorized by the [redacted], 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. *Disposition of machinery, etc., upon 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 such 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, as amended [redacted] and regulations of the Secretary of the Interior [redacted] this lease as far as [redacted] a part of this

WSO 3103-1
(Rev 10/68)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

JACKSON HOLE AREA OIL AND GAS LEASE STIPULATION

The lands embraced in this lease being within the area designated in the memorandum of August 15, 1947, by the Secretary of the Interior ("Oil and Gas Leases in the Jackson Hole, Wyoming Area;" Federal Register, August 30, 1947, page 5859), which specifies the general condition under which the unitized development of the oil and gas resources is authorized, the lessee hereby agrees:

(1) To drill only such wells on the leased land as may be authorized by the Secretary of the Interior under an approved unit plan; to drill no well within 1250 feet of any public road on or adjacent to the leased land without the consent of the Secretary of the Interior first had and obtained; to refrain from defacing, injuring, or destroying trees, shrubs, or natural features, or removing same outside of the authorized work limits or pipeline and road rights-of-way as established pursuant to or revised in accordance with, the unit plan. After designation of the authorized work limits by the Secretary of the Interior or his representatives, lessee shall mark such limits by some acceptable visual means. The location of camps, storage, parking of equipment, and storage of materials shall be confined within the authorized work limits. Sludge or other waste by-products from drilling or operations shall be so confined or disposed of that they do not destroy scenic or wildlife or pollute streams.

(2) To remove at the termination of drilling operations, all camps and buildings not essential to a continuing operation of any well, and to fill all sump holes, ditches and other excavations, remove or cover all debris, and to restore the sites to a neat and presentable condition appropriate to the surrounding landscape, and, upon partial or total relinquishment, cancellation or expiration of this lease as to that part of the leased land to which his rights have terminated, so far as reasonably possible, to restore the surface of the leased land to its former condition to the extent deemed necessary by the Secretary of the Interior and the Regional Forester, U. S Forest Service, Ogden, Utah, or their authorized representatives.

(3) To keep to an absolute minimum the number of access, tote roads and other travelways necessary to conduct the lessee's operations, the location of which shall be designated by the Supervisor prior to the time of their construction. Access to existing public highways shall be determined by the Supervisor at such points on the highways with due regard for sight distance restrictions, safety, or scenic considerations. The location, alignment and cross-section of all roads constructed for the convenience of lessee's operations, shall be such that after discontinuance of use, they can be obliterated and the area over which they traverse can be restored to its original condition. All types of roads constructed for operation uses shall, at the termination of these uses be obliterated where required and the area over which they traversed restored in such a manner that revegetation will be encouraged. All roads constructed for operational purposes are to be considered as private roads and the erection of signs, locked gates, or other devices that may be required, at the discretion of the Supervisor, to discourage or prevent their use by the public shall be constructed and maintained by the lessee.

(4) To protect the scenic and aesthetic values of roadsides, waterfronts, and recreation area zones as far as possible consistent with the authorized use in connection with construction, operation and maintenance facilities.

(5) To conduct operations in a manner that will offer the least possible disturbance to wildlife on or adjacent to the leased land; to exercise no methods of control or interference with such wildlife without authority first obtained from the authorized representative of the Secretary of the Interior and/or the State Game and Fish Commission; to make no claim against the Government or the State on account of damage by such wildlife to improvements placed on the leased land.

(6) To observe and comply with all State and Federal laws and regulations relating to wildlife and to take such action as is necessary to assure observation and compliance with these laws and regulations by lessee's employees and agents.

As to any land within the Cache Creek Municipal Watershed, the lease will contain the following additional stipulation:

(7) To comply with plans heretofore made through agreement with the Forest Service and the Town Council of Jackson, Wyoming, for the protection from pollution of the municipal water during the term of this lease or any extension thereof.

DATE _____ SIGNATURE _____

567

9C091-5

Form 3109–3
(June 1971)

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.*), June 28, 1944 (58 Stat. 483–485); 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. 133v–15, Note).

exercise of t[redacted]eges authorized by this lease o[redacted] permit, and s[redacted]tain 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 will 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) If in the opinion of the authorized representative of the Secretary of Agriculture, the lands are valuable for watershed protection, the lessee or permittee shall provide for control of surface runoff and return the affected area to as productive condition as practicable.

5) 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.

6) 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.

[redacted] install and maintain cattle guard[redacted]vent the [redacted]age of livestock in any openings ma[redacted]ces 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.

(8) 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.

(9) To comply with all federally-approved rules and regulations of the Secretary of Health, Education, and Welfare governing the emission of pollutants into the air from activities which are embraced in this lease or permit

(10) 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.

(11) 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 notify 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.

(12) 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.

(Signature of Lessee)

OIL AND GAS LEASE - SURFACE DISTURBANCE STIPULATIONS

1. Notwithstanding any provision of this lease to the contrary, any drilling, construction or other operation on the leased lands that will disturb the surface thereof or otherwise affect the environment (hereinafter called "surface disturbing operation") conducted by lessee shall be subject, as set forth in this stipulation, to the prior approval of such operation by the Area Oil and Gas Supervisor in consultation with the appropriate surface management agency and to such reasonable conditions, not inconsistent with the purposes for which this lease is issued, as the Supervisor may require to protect the surface of the leased lands and the environment.

2. Prior to entry upon the land or the disturbance of the surface thereof for drilling or other purposes, the lessee shall submit for approval two copies of a map and explanation of the nature of the anticipated activity and surface disturbance to the Area Oil and Gas Supervisor, Geological Survey, Casper, Wyoming, and will also furnish the FOREST SUPERVISOR 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 insuring proper protection of the surface, the natural resources, the environment, existing improvements, and for assuring timely reclamation of disturbed lands.

3. Upon completion of said environmental analysis, the Area Oil and Gas Supervisor shall notify lessee of the conditions, if any, to which the proposed surface disturbing operations will be subject.

Said conditions may relate to any of the following:

(a) The location of drilling or other exploratory or developmental operations or the manner in which they are to be conducted;

(b) The types of vehicles that may be used and the areas in which they may be used; and

(c) The manner or location in which improvements such as roads, buildings, pipelines or other improvements are to be constructed.

Signed this 25th day of January, 1973

CHEVRON OIL COMPANY

By _____
Lessee's Signature Assistant Secretary

W 36894

No surface occupancy of the S½ Sec. 16; W½ Sec. 21, and the W½W½ Sec. 28; T. 36 N., R. 115 W., 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.

CHEVRON OIL COMPANY

January 25, 1971

By _____
Assistant Secretary

5-70

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CHEYENNE, WYOMING

IN THE MATTER OF THE APPLICATION OF)
CALIFORNIA OIL COMPANY)
FOR A RIGHT-OF-WAY FOR A)
GASOLINE PLANT SITE PIPELINES,)
SUBLETTE COUNTY, WYOMING.)

APPLICATION

WYOMING NO. W-0309683

RECORDED June 29 1972 RECORDS
BOOK 57 O+S PAGE 571
Lou J Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy M Lee Deputy

COMES NOW Applicant, CALIFORNIA OIL COMPANY, by and through its undersigned Contract Agent, Western Division and Assistant Secretary, and in support of this application respectfully states:

I.

That pursuant to Section 28 of the Act of February 25, 1920, (41 Stat. 449, 30 U.S.C. 185; 43 CFR 244.57) and the applicable regulations contained in part 244 of Title 43 Code of Federal Regulations, the Applicant, a California corporation, P. O. Box 220, Casper, Wyoming, hereby applies for a right-of-way on, over, through and across certain public lands in Sublette County, Wyoming.

II.

That the right-of-way for which application is hereby made is more particularly described in accordance with 43 CFR 244.6, on the maps attached hereto and by this reference made a part hereof.

III.

That the applied for right-of-way will be utilized in connection with the operation and maintenance of a gasoline plant and related facilities.

IV.

That the applicant agrees that the right-of-way, if approved, will be subject to the applicable terms and conditions set forth in 43 CFR 244.9

V.

That the applicant has previously filed with the Bureau of Land Management those papers required by 43 CFR 244.4 (a) and 43 CFR 244.4 (d) in case file bearing serial number BLM-Cheyenne, Wyoming, 0309683.

[redacted] [redacted] [redacted] 66617

/I.

That pursuant to 43 CFR 244.9 (c) [illegible] by this reference made a part hereof is a Certificate executed by the Secretary of State, State of Wyoming, evidencing Applicant's authority to do business in said State.

/II.

That Applicant agrees that upon the notification of the approval of this application and of the rental charged for the use and occupancy of the right-of-way hereby applied for, remittance will be made immediately thereafter.

WHEREFORE, Applicant respectfully requests the approval of this application.

Dated this 2nd day of April, 1964.

CHEVRON PIPE LINE COMPANY

By: L. D. Jones
District Agent, Western District

By: N. G. Lindley
Assistant Secretary

PROOF OF CONSTRUCTION

C. W. Godfrey states that he is a registered civil engineer for California Oil Company; that said gasoline plat site has been constructed under his supervision; that construction was commenced on the 15th day of June, 1943, and completed on the first day of October, 1943; that the constructed gasoline plant site as aforesaid, conforms to the map attached hereto.

Engineer

We, G. D. Jones and H. L. Purdy, certify that we are the Contract Agent, Western Division and Assistant Secretary, respectively, of California Oil Company; that the gasoline plant site was actually constructed as set forth in the accompanying statement of C. W. Godfrey, civil engineer, and on the exact location represented on the map which is attached; and that the company has in all things complied with the requirements of the act of February 25, 1920, as amended, granting rights-of-way for oil and gas pipelines and pipeline facilities through public lands of the United States.

CALIFORNIA OIL COMPANY

By: _____
Contract Agent, Western Division

By: _____
Assistant Secretary

574

State of Wyoming

OFFICE OF THE

SECRETARY OF STATE

United States of America,
State of Wyoming } ss.

I, **THYRA THOMSON**, Secretary of the State of Wyoming do hereby certify . . .

. . . . .

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Wyoming.

Done at Cheyenne, the Capital,

this . . . . . day of

. . . . . A. D. 19 . . .

. . . . . .
Secretary of State

By . . . . . .
Deputy

Form 88— ( ) Kan., Okla. [redacted] 63 Rev. (JW)

B W OIL A[redacted]AS LEASE

[redacted]

TATLOCK'S

THIS AGREEMENT made and entered into this 3rd day of May 1929

by and between Monte Norris, a single man

Box 427 Big Piney, Wyoming 83113 lessor (whether one or more), and Terra Resources, Inc., 950 17th St., Suite 30, Denver, Colorad 80202 lessee

WITNESSETH:

That the lessor, for and in consideration of -----One and Other----- Dollars ($ 1.00&Other) cash paid, the receipt and sufficiency of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby grant, demise, lease and let unto the said lessee, exclusively, its successors and assigns, the following described land for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, operating for, producing and saving of oil, gas, gas condensate, gas distillate, casinghead gas, casinghead gasoline, and all other gases and their constituent parts, and other minerals produced in connection with oil and gas operations hereunder, or as a by-product of oil and gas, and the exclusive right of injecting water, brine and other fluids and substances into the subsurface strata, with rights of way and easements for laying pipe lines, telephone and telegraph lines, tanks, power houses, stations, ponds, roadways and other facilities or structures for producing, treating and caring for such products, and any and all other rights and privileges necessary, incident to or convenient in the economical or efficient operation, alone or conjointly with other lands, of said land for the production of said products or substances and the erection of structures thereon to produce, save and take care of said products and substances and the injection of water, brine and other substances into the subsurface strata of said tract of land, together with any reversionary rights therein, said tract of land being situated in the County of Sublette State of Wyoming and described as follows, to-wit

Township 31 North, Range 113 West
Section 19: Lot 2, Lot 3, E½NW¼, S½NE¼
Section 30: N½NE¼, NE¼NW¼
Township 31 North, Range 114 West
Section 23: [illegible]
Section 24: [illegible]

of Section XXX, Township XXX, Range XXX, together with all submerged lands, islands, strips and gores adjacent or contiguous thereto and owned or claimed by the lessor, which land shall, for the purpose of computing the amount of any money payment permitted or required by the terms of this lease, be considered as containing exactly 222.01 acres, whether there is more or less.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of five (5) years XXXXXXX (hereafter called "Primary Term") and as long thereafter as oil, gas, gas condensate, gas distillate, casinghead gas, casinghead gasoline and other minerals may be produced from said lease premises or operations for the drilling or production thereof are continued as hereinafter provided.

In consideration of the premises, it is hereby mutually agreed as follows:

1. To deliver free of cost, to the lessor at the well or to the credit of lessor into the pipe line to which lessee may connect its well, an equal one-eighth part of all oil produced and saved from the lease premises or at lessee's option to pay to the lessor for such one-eighth part the market price at the wellhead for oil of a like grade and gravity prevailing on the day such oil is run into the pipe line or storage tanks.

2. On gas, gas condensate, gas distillate, casinghead gas and all other gases (including their constituent parts) produced from said land and sold or used off the lease premises or in the manufacture of gasoline or other products, lessee shall pay to lessor a sum equal to one-eighth (1/8th) of the gross proceeds received from the sale of such products or substances where the same is sold at the mouth of the well or, if not sold at the mouth of the well, then one-eighth (1/8th) of the market value thereof at the mouth of the well, but in no event more than one-eighth (1/8th) of the actual amount received by lessee for the sale thereof.

3. If gas from any well or wells on the premises capable of producing gas or kindred substances in quantities is not sold or used off the premises or in the manufacture of gasoline for a period of one (1) year or more during which time there is no other production from the lease premises, then lessee shall become obligated to pay as royalty on or before each anniversary of the end of said year a sum equal to the delay rentals provided in paragraph number 5 hereof, whether during or after the primary term. In consideration of the obligation to pay such royalty, it shall have the meaning of all the terms of this lease, including the habendum clause, be conclusively deemed that gas is being produced from the premises during the time such gas is not sold or used.

4. On all other minerals produced and marketed, lessee shall pay one-eighth (1/8th) of the current market price at the mouth of the well, but in no event more than one-eighth (1/8th) of the actual amount received by the lessee.

5. If any gas well on the lease premises or land pooled therewith is capable of more than the gas needed for operations hereunder, lessee shall have the privilege, at its own expense, of using such surplus gas for stoves and inside lights in the principal dwelling located upon the lease premises. Notwithstanding any of the provisions aforesaid, lessee shall have free use of oil, coal, water, gas, casinghead gas, casinghead gasoline and all other petroleum products, water and other minerals and materials from the lease premises, except water from lessor's wells, and timber for all operations hereunder.

6. If drilling or operations for the drilling of a well hereunder are not commenced on the lease premises on or before one (1) year from effective date hereof, then this lease, except as otherwise provided, shall terminate as to both parties unless on or before that date, she[illegible] or tender to lessor or to lessor's credit in the Bank of Big Piney, Big Piney, Wyoming 83113 or its successors, which bank and its successors are lessor's agents and shall continue as the depository bank regardless of changes in the ownership of said land or the right to receive rentals, the sum of SEVEN hundred sixty five & 01/00 Dollars ($ 765.01), which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of said well for a period of one (1) year from said date. In like manner and upon like payments or tenders the commencement of operations for the drilling of said well may be further deferred for like periods successively. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges and options and other rights conferred upon the lessee, lessee may, at any time, execute and deliver to lessor or place of record a release or releases covering any part or parts of the above described premises, as to any or all horizons, and thereby surrender this lease as to such part or parts and be relieved of all obligations as to the part or parts surrendered, and where a part or portion of this lease is retained as to certain horizons, then rentals thereafter payable hereunder may be paid on the pro rata basis that the acreage retained by this lease is reduced by said release or releases. Payment or tender of rental may be made by draft or check of lessee mailed or delivered on or before the rental date, and the payment or tender shall be deemed to have been made when the check or draft is so transmitted, delivered or mailed.

7. It is expressly agreed that if lessee shall commence operations for the drilling of a well at any time while this lease is in force, this lease shall remain in force and its terms shall continue for so long as such operations are prosecuted and if production results therefrom, then so long as production may continue, whether the first well drilled on the above described land be a dry hole or fail to establish production in paying quantities and in that event if a second well is not commenced on said land within twelve (12) months following the expiration of the last rental period for which rental has been paid or within twelve (12) months from the last anniversary date hereof if such well is drilled during the first year of the primary term, this lease shall terminate as to both parties unless the lessee on or before the expiration of said twelve (12) months shall resume the payment of rentals in the same amount and in the same manner as hereinabove provided. If, within the primary term of this lease, production from the lease premises should cease from any cause (other than a cessation contemplated in paragraph 3), this lease shall not terminate for the drilling or reworking of a well shall be commenced thereon or on the next ensuing rental payment date if lessee is then paying rentals for a period not more than ninety (90) days after such cessation, or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinabove provided. If, after the expiration of the primary term of this lease, production on the lease premises shall cease from any cause (other than a cessation contemplated in paragraph 3), this lease shall not terminate provided lessee resumes or commences operations for the drilling or reworking of a well within ninety (90) days from the date of such cessation, and this lease shall remain in force and effect during the prosecution of such operations, and if production results therefrom, then so long as such production continues or the well or wells are capable of producing.

8. Where required by lessor, lessee shall bury its pipe lines below ordinary plow depth on cultivated lands. Lessee shall pay lessor for damages caused by lessee's operations to all growing crops on said land. Lessee shall have the right, but shall not be obligated, at any time, either before or after expiration of this lease, to remove all fixtures and other property placed by lessee on the lease premises, including the right to draw and remove all casing. Any rights and easements granted to lessee on the lease premises by lessor hereunder shall survive the expiration or other termination of this lease for the full period of time during which lessee, its successors or assigns, use the lease premises or land pooled therewith hereunder for the production or operation of oil or gas or other minerals in paying quantities from the lease premises or lands pooled therewith, or for the injection of water into subsurface strata, and for such additional period of time as lessee, its successors or assigns, may be engaged in drilling or reworking operations on the lease premises or lands pooled therewith, or for the storage of oil or gas or other minerals in the subsurface strata, or for the operation of other lands in the same area, the right to use such easements may be extended beyond the term of this lease by payment to lessor of an annual rental of One Hundred and no/100 ($100.00) per year. No well shall be drilled nearer than 200 feet to any house or barn now on the premises without the consent of lessor.

9. Lessee is granted the right at any time and from time to time while this lease is in force, to pool or unitize all or any part of the land covered by this lease with other land, lease or leases, or interest thereon, whether such other interests are pooled by a voluntary agreement on the part of the owners thereof or by the exercise of a right to pool by the lessee (hereof), when in lessee's judgment it is necessary or advisable in order to properly conserve or protect the premises covered hereby or to operate the land and interests to be pooled, or to obtain a maximum production allowable from any governmental agency having control over such matter. Any pooling hereunder may cover all oil or gas, or any one or more of the substances covered by this lease, and may cover all or any part of the lands and formations underlying the above described portions of the lease premises. Any unit formed by such pooling shall be of not more than [illegible] acres, plus a tolerance of ten percent (10%) thereof, if it contains only gas wells, and shall not exceed 640 acres for gas, gas distillate or gas condensate and shall not exceed 80 acres for any other substance covered by this lease, provided that if any governmental regulation or order shall prescribe a spacing pattern for the development of a field wherein the above described land, or a portion thereof, is located, or allocate a producing allowable based on acreage per well, then any such unit may embrace an additional acreage as may be so prescribed or as may be permitted in such allocation of allowable. The area pooled and the zones and formations and substances pooled may be changed by lessee from time to time by a "declaration of pooling" filed for record in the county or counties in which the pooled area is located. Such pooling shall be effective as of the date such declaration is filed unless a later effective date is specified in such declaration. In lieu of the royalties elsewhere herein specified, except shut-in gas well royalties, lessor shall receive on production from an area so pooled only such portion of the royalties which, in the absence of such pooling, would be payable hereunder to lessor on production from the land covered by this lease which is placed in the pooled area as the amount of the surface acreage in the land covered by this lease which is placed in the pooled area bears to the amount of the surface acreage of the entire pooled area. Nothing herein contained shall authorize or effect any transfer of any title to any royalty, royalty or other interest pooled pursuant hereto. The commencement of a well, the conduct of other drilling operations, the completion of a well or of a dry hole, or the operation of a producing well on the pooled area, shall be considered for all purposes (except for royalty purposes) the same as if said well were located on, or such drilling operations were conducted upon, the lands covered by this lease whether or not such well is located upon, or such drilling operations are conducted upon, said lands. Lessee may terminate any pooling effected pursuant hereto at any time the pooled unit is not capable of producing and no drilling operations are being conducted thereon by executing and filing of record in the county or counties in which the pooled area is located a written declaration of the termination of such pooling, provided that the pooling of all interests not covered by this lease which comprise a part of such pooled unit be also terminated in some effective manner.

10. 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, but no change or division in the ownership of the land, rentals or royalties, however accomplished, shall operate or be construed so as to enlarge or increase the obligations or burdens of the lessee, or diminish its rights. Specifically, but not by way of limitation of the foregoing, the lessee shall not be required to offset wells on separate tracts into which the land covered by this lease may hereafter be divided, or to furnish separate measuring or receiving tanks. Notwithstanding any actual or constructive knowledge of or notice to the lessee, no change in the ownership of said land or the right to receive rentals or royalties hereunder, or any interest therein, however accomplished, shall be binding on the lessee (except at lessee's option) until thirty (30) days after lessee has been furnished with written notice thereof, together with the supporting information hereinafter referred to, by the party claiming as the result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all recorded documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. All advance payments of rentals made hereunder within thirty (30) days after receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, heir or successor to the lessor. In the event of an assignment or sublease of this lease as to segregated portions of the land above described the rental payments hereunder shall be apportioned as to the several leasehold owners (including sublessees) ratably according to the surface area of each, and default in the rental payment by one shall not affect the rights of the other leasehold owners.

11. In the event lessor considers that the lessee has failed to comply with any obligation hereunder, express or implied, lessor shall notify lessee in writing, specifying in what respect lessor claims lessee has breached this lease. The service of such notice and elapse of sixty (60) days without lessee meeting or commencing to meet the alleged breaches shall be a condition precedent to any action by lessor for any cause. If, within sixty (60) days after the receipt of such notice lessee shall meet or commence to meet the breaches alleged by lessor, lessee shall not be deemed in default hereunder.

12. If lessor owns a less interest than the entire fee or mineral estate (whether or not a lesser interest is stated above), the rentals and royalties herein provided shall be paid lessor only in the proportion that its interest bears to the entire fee or mineral estate. If, however, during the term of this lease any reversion of interest to lessor should occur, then and in that event on the next succeeding rental anniversary after lessor shall have notified lessee of the occurrence of such reversion and shall have furnished lessee with satisfactory proof thereof, the rental shall be increased to cover the additional interest so acquired by the lessor.

13. All provisions hereof express or implied shall be subject to all federal and state laws and the orders, rules and regulations of all governmental agencies administering the same (and interpretations thereof by such agencies or courts having jurisdiction) and this lease shall not in any way be terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied covenants hereof if such failure is caused by any such laws, orders, rules or regulations (or interpretations thereof by said agencies or courts having jurisdiction). If lessee should be prevented during the last six (6) months of the primary term hereof from drilling a well hereunder by the order of any duly constituted authority having or asserting jurisdiction thereover, or if lessee should be unable during said period to drill a well hereunder due to equipment necessary in the drilling or completion thereof not being available from any cause, the primary term of this lease shall continue until six (6) months after said order is suspended and/or said equipment is available.

14. This lease and all of its terms and conditions shall be binding upon all successors of the lessors and the lessees. Should any one or more of the parties above named as lessors fail to execute this lease, it shall nevertheless be binding upon all lessors who do execute it. Notwithstanding any language herein to the contrary, it is expressly understood and agreed that payments made by the lessee to the owner of any interest subject to this lease shall be sufficient payment hereunder as to such interest notwithstanding the joinder herein of the spouse of any such party as a party-lessor for the purpose of waiving homestead, dower or inchoate rights of inheritance, if any.

15. Lessor hereby warrants and agrees to defend the title to the land above 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 the lessor and the lessee shall be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may, at lessee's option, be deducted from any and all sums of money which may become due or payable to the lessor under the terms of this lease.

IN WITNESS WHEREOF, we sign this as of the day and year first above written.

H71626

X
Monte Norris

SUBLETTE, Wyoming
Filed for Record
at 1:22 P.M.
May 4 A.D. 1929
Book 57 Deed
Page 575
Fee $1.00
COUNTY CLERK

575

576

PRINTED BY WILKINS PRINTING, INC., 511 16th ST. SUITE 222 DENVER, CO. 80202 (303) 893-1681

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 th 3rd day of May, 1979, personally appeared Monte Norri a single m

and

, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

My Commission Expires Nov. 19, 1981

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 Volume Page of the records of this office.

County Clerk.

By Deputy.

When recorded return to

Fee

[redacted] [redacted] 621353 [redacted]
LJ:aa

062-0132

RENTAL DIVISION ORDER

174627

STATE OF WYOMING

COUNTY/~~PARISH~~ OF SUBLETTE

1971 MAR 10 AM 11
Filed for record at 57 min past 11 o'clock AM
65 Fee Paid
SUBLETTE COUNTY CLERK
By Deputy

WHEREAS, under date of December 3, 1971, William Bloom and Magdaline Bloom, as Lessor, executed and delivered to Humble Oil & Refining Company, as Lessee, an Oil, Gas and Mineral Lease recorded in Volume 47, Page 568 of the Records of Sublette County/~~Parish~~, State of Wyoming, to which reference is here made for all purposes; and

WHEREAS, said lease is in force and effect and now owned by EXXON CORPORATION insofar as said lease covers

2,876.74 acres, more particularly described in said lease, to which lease and the record thereof reference is here made for a more complete description.

NOW, THEREFORE, in consideration of advantages to us hereunder, the undersigned hereby authorizes payment of delay rental which has heretofore accrued or which may be paid hereafter in accordance with said lease in the manner and in the amounts set out below. Payment so made shall maintain said lease as to the respective interests of the undersigned, it being understood that each of the undersigned certifies only to the amount set opposite his name and not to any other interest.

CREDIT TO	ADDRESS	AMOUNT	DEPOSITORY
illiam Bloom and agdaline Bloom	Pinedale, WY 82994	$458.61	Rock Springs National Bank Rock Springs, WY 82901
edstone Corp.	Box 596 Pinedale, WY 82941	$1,596.00	Direct
obert W. Wilson nd Ruth E. Wilson	Pinedale, WY 82941	$240.00	Direct

It is agreed that the owner of the lease may, at its option, deposit delay rental in the depository designated in the lease either (1) in accordance with the above division of rental or (2) jointly to all of the parties credited with delay rental herein, and the depository designated above may be used for additional rentals and other payments under the lease, except royalties, but including shut-in royalties. It is agreed also that if the lease covers less interest in the minerals than the whole and entire fee, the rentals to be paid may be reduced proportionately.

This agreement shall not affect any terms of the lease except to the extent necessary to give effect to the provisions hereof.

This agreement shall be binding upon and effective as to each of the undersigned, his heirs, executors, administrators, successors and assigns, regardless of whether all parties named above have executed same. And in further consideration of advantages to us hereunder, we adopt, ratify and confirm said lease and hereby lease and let said land to Exxon Corporation, subject to and in accordance with all the terms and provisions of said lease and of this Rental Division Order.

WITNESS our hands and seals this 8th day of March, 1979.

WITNESSES:

ATTESTED TO

By

X Robert W. Wilson
Robert W. Wilson
Social Security# 574-03-6084

X Ruth E. Wilson 529-16-4803
Ruth E. Wilson

Redstone Corporation

By

I.D.# 83-0207790

X
Magdaline Bloom

X
William Bloom

577

062-0159

MICHIGAN-MISSOURI-WYOMING ACKNOWLEDGMENT
(INDIVIDUAL)

STATE OF Wyoming

COUNTY OF Sublette

On this 30th day of May, 19 79, before me personally appeared William Bloom and Magdaline Bloom,

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he (she or they) executed the same as his (her or their) free act and deed.

Given under my hand and seal the day and year last above written.

FAYE HAMMONS - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My commission expires Nov. 22, 1979

My commission expires: _____

Faye Hammons
NOTARY PUBLIC

062-0159

MICHIGAN-MISSOURI-WYOMING ACKNOWLEDGMENT
(INDIVIDUAL)

STATE OF WYOMING

COUNTY OF SUBLETTE

On this 30th day of May, 19 79, before me personally appeared Robert W. Wilson and Ruth E. Wilson,

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he (she or they) executed the same as his (her or their) free act and deed.

Given under my hand and seal the day and year last above written.

FAYE HAMMONS - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My commission expires Nov. 22, 1979

My commission expires: _____

Faye Hammons
NOTARY PUBLIC

COUNTY OF SUBLETTE)

On this 30th day of May, 19 79, before me appeared JOHN M. SULENTA, to me personally known, who, being by me duly sworn, did say that he is the President of Redstone Corporation, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said JOHN M. SULENTA acknowledged said instrument to be the free act and deed of said corporation.

My commission expires 11/22/79

FAYE HAMMONS - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My commission expires Nov. 22, 1979

Faye Hammons
Notary Public

Exxon Corporation
Attn: David E. Carson
P. O. Box 2305
Houston, Texas 77001

[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 **G. Dee Williamson**
Street **P. O. Box 2206**
City **Roswell, New Mexico** 88201
State
Zip Code

W 57089
(Serial Number)

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: State: **Wyoming** County: **Sublette**

T 36 N, R 109 W, 6th Prin Mer
Sec 16: SW¼SW¼
Sec 17: SW¼NE¼, NW¼, S½
Sec 20: N½, W½SW¼, SE¼SW¼, NE¼SE¼, S½SE¼
Sec 21: W½W½
Sec 28: W½NW¼, NW¼SW¼
Sec 29: N½NE¼, NW¼, E½SW¼, SE¼
Sec 32: E½, SW¼

U. S. Geological Survey reports lands in [illegible] a known Geologic Structure on DEC 2 1976

Containing a total of **2360.00** acres	Annual Rental . . . . . **$ 1180.00**

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 1977

THE UNITED STATES OF AMERICA

By Edna K. Zinke
(Signature of Signing Officer)

175533

Acting Chief, Oil & Gas Section
(Title)

RECEIPT July 13 1976 8:32 AM
IN THE 57 Ord
FEE $16.50 Lois J. Yake
[illegible]

by Dorothy Whitson

DEC 2 1976
(Date)

579

580

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 the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000, on the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in a penal sum of $10,000 with approved corporate surety, or the deposit of United States bonds as surety therefor, conditioned on 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 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 the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable or 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 credited 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 monthly 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 that is authorized and sanctioned by applicable law or by the Secretary of the Interior and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased lands 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:

(a) To pay the lessor in advance an annual rental at the following rates:

(i) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(a) For each lease year a rental of 50 cents per acre or fraction of an acre.

(ii) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(a) 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.

(b) 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.

(b) *Minimum royalty.*—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than $1 per acre and the prescribed minimum royalty of $1 per acre. Provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (a)(ii) above.

(c) *Royalty on production.*—(1) To pay the lessor 12½ percent in amount or value on the production removed or sold from the leased lands as determined 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 it appears that, 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, and at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms provided herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor or to the order of the Bureau of Land Management at the proper office mentioned in the regulation 43 CFR 3102.2. If there is a well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Contracts for disposal of products.*—To file with the 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 considered as modifying any of the provisions of this lease, including, but not limited to provisions relating to gas waste, taking royalty in kind and the method of computing royalties due as based on reasonable minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom and the amount used for production purposes or unavoidably lost, a plat showing development work and improvements on the leased land, and such other reports with respect to [redacted] investments, depreciation 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 or scientific interest.* When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the 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.

(i) *Offers or solicitations to purchase.*—Not to negotiate overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(j) *Surrender of lease and removal of improvements.*—To deliver up to the lessor in good order and condition the land leased including all improvements which may be necessary for the preservation of producing wells.

Sec. 3. The lessor reserves:

(a) *Easements and rights-of-way.*—The right to permit for use of rights-of-way, 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) *Disposal 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 resources on such lands which will not unreasonably interfere with operations under this lease.

(c) *Navigation and flowage rights.*—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, and if the lessor elects to take the helium, the lessee shall deliver all or any portion of gas containing the same to the lessor, in the manner required by the lessor, at any point on the leased premises or, if the gas is delivered at the time of production by a gas gathering system owned or operated by the lessee, at any point on 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 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 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 had. 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 located 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. *Officials not to benefit.*—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, as amended (41 U.S.C. Supp. V, Title 10 U.S.C. 2409) and Title 18 U.S.C. Sec. 431, as amended, are hereby made a part of this [redacted].

[redacted] [redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

Area Oil and Gas Super[redacted]
District Engineer (Address, include zip code

GEOLOGICAL SURVEY
P. O. BOX 2859
CASPER, WY 82601

Management Agency (name)

FOREST SUPERVISOR
BRIDGER-TETON NATIONAL FOREST
FOREST SERVICE BUILDING
JACKSON, WY 83001

Address (include zip code)

[illegible] OF LAND MANAGEMENT
[illegible] BOX 1369
ROCK SPRINGS, WY 82901

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 1[illegible]

GPO 849-[illegible]

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

STIPULATION FOR LANDS UNDER JURISDICTION OF DEPARTMENT OF AGRICULTURE*

e lands embraced in this lease or permit being under the jurisdiction of the Secretary of Agriculture, the lessee or rmittee hereby agrees:

) To conduct all operations authorized by this lease permit with due regard for good land management, t to cut or destroy timber without first obtaining rmission from the authorized representative of the cretary of Agriculture, and to pay for all such timber t or destroyed at the rates prescribed by such repre-ntative; to avoid unnecessary damage to improvements, ber, crops, or other cover; unless otherwise author-ed by the Secretary of Agriculture, not to drill any ll, carry on operations, make excavations, construct nels, drill, or otherwise disturb the surface of the nds within 200 feet of any building standing on the nds and whenever required, in writing, by the author-ed representative of the Secretary of Agriculture to nce or fill all sump holes, ditches, and other ex-vations, remove or cover all debris, and so far as asonably possible, restore the surface of the lands their former condition, including the removal of ructures as and if required, and when required by such presentative to bury all pipelines below plow depth

2) To do all in his power to prevent and suppress rest, brush, or grass fires on the lands and in their icinity, and to require his employees, contractors, bcontractors, and employees of contractors or sub-ntractors to do likewise. Unless prevented by rcumstances over which he has no control, the lessee r permittee shall place his employees, contractors, ubcontractors, and employees of contractors and sub-ntractors employed on the lands at the disposal f any authorized officer of the Department of griculture for the purpose of fighting forest, brush, grass fires on or originating on the lands or on djacent areas or caused by the negligence of the ssee or permittee or his employees, contractors, bcontractors and employees of contractors and sub-ntractors, with the understanding that payment for ch services shall be made at rates to be determined 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, sub-contractors, or employees of contractors or subcon-tractors, 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, camp-fires 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.*); June 28, 1944 (58 Stat. 483–485); 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).

xercise of th[redacted] ges authorized by this lease or ermit, and shall maintain such fire tools at his headuarters or at the appropriate location on the lands as e deemed necessary by such representative.

) In the location, design, construction, and maintence of all authorized works, buildings, plants, terways, roads, telegraph or telephone lines, pipees, reservoirs, tanks, pumping stations, or other ructures or clearance, the lessee or permittee all do all things reasonably necessary to prevent reduce to the fullest extent scarring and erosion of lands, pollution of the water resources and any mage to the watershed. Where construction, operan, or maintenance of any of the facilities on or nnected with this lease or permit causes damage to watershed or pollution of the water resources, the see or permittee agrees to repair such damage and take such corrective measures to prevent further ation or damage to the watershed as are deemed essary by the authorized representative of the retary of Agriculture.

If in the opinion of the authorized representative of Secretary of Agriculture, the lands are valuable for ershed protection, the lessee or permittee shall pro- for control of surface runoff and return the affected to as productive condition as practicable.

To pay the lessor or permitter or his tenant or the face owner or his tenant, as the case may be, for 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 from lessee's or permittee's operations under this lease permit.

To recognize existing uses and commitments, in form of Department of Agriculture grazing, timber ting, and special use permits, water developments, h, 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.

[redacted] o install and maintain cattle guard[redacted]nt the passage of live stock 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.

(8) 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.

(9) To comply with all federally-approved rules and regulations of the Secretary of Health, Education, and Welfare governing the emission of pollutants into the air from activities which are embraced in this lease or permit

(10) 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.

(11) 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.

(12) To address all matters relating to this stipulation to

[redacted]

at [redacted]

[redacted]NAL FOREST
[redacted] BUILDING
JACKSON, WY 83001

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.

Signature of Lessee

GPO 850-292

It is mutually understood that the lands described below have been inventoried as roadless areas and must be evaluated for their wilderness potential. Depending on the results of the evaluation, the areas in question may be determined as suitable for further wilderness study, or not suitable for wilderness. Those areas determined as suitable for wilderness may ultimately be classified as wilderness.

In the inventoried roadless areas, the following restrictions shall apply:

A. Existing roads, if any, may be used for temporary access in a non-destructive manner, but may not be reconstructed, improved or graded.

B. Where temporary access is needed to an area not served by an existing road, methods of access not resulting in erosion, scars or environmental damage shall be used.

C. Where long term access or development is desired, or where the method to be used will possibly cause environmental damage, an application for such access or development shall be filed with the Supervisor of the National Forest involved. Such application shall include the nature of the proposed access or development, any measures proposed to minimize the environmental impact, including proposed restoration measures, and a map of the location and the access or development. The Supervisor will coordinate the proposal with the local office of the United States Geological Survey, and based upon such coordination and agreement reached with the United States Geological Survey, will either approve the proposal, conditioned upon necessary protective measures, or will disapprove the proposal.

D. This clause shall become inoperative in the event the area is determined as not suitable for wilderness.

E. If the area, or part of it, is determined as suitable for wilderness study, this clause shall remain in full force and effect until the area is either classified for wilderness or is formally rejected for such classification. If the area is classified as wilderness, this lease shall become subject to the provisions of the Act of September 3, 1964, 78 Stat. 893, and acts amendatory or supplemental thereto, and Forest Service regulations and policies pertaining thereto.

For[redacted]vice Su[redacted]t to [redacted] 14/80
Form 3109-3

SURFACE OCCUPANCY STIPULATION

1. Lessee agrees not to enter upon the lease area or disturb the surface for exploration or drilling purposes until either:

(a) An inventory of archeological, paleontological, and historical sites is made by the surface management agency or its designated representative, or

(b) Lessee has made or caused to be made an inventory of all archeolcgical, paleontological, and historical sites in those areas of the lease subject to development, occupancy, or surface disturbance. The survey must be made by a qualified archeologist acceptable to the surface management agency and the results of this survey provided to the surface management agency. Costs of this survey will be borne by the lessee. After inventory by either lessee's archeologist or the surface management agency reasonable conditions of use will be prepared to protect the sites or salvage objects of antiquity in accordance with the Antiquities Act of June 8, 1906 (34 Stat. 225; 16 USC 431), and the Historical Sites Act of August 21, 1935 (49 Stat. 666; 16 USC 461-467). Costs of salvage of artifacts will be borne by the lessee and all objects of antiquity salvaged will remain the property of the U.S. Government.

2. No occupancy or the surface in the following areas is authorized by this lease. The lessee may employ directional drilling to develop the oil and gas resources under these areas, provided that such drilling or other works will not disturb the surface area or otherwise interfere with their use by the surface management agency. The areas to be excluded from surface occupancy unless specifically approved in the operating plan are:

(a) Within 500 feet on either side of the centerline of any and all roads and/or highways within the lease area.

(b) Within 200 feet on either side of the centerline of any and all designated trails within the lease area.

(c) Within 500 feet of the normal high waterline of any and all streams, lakes, ponds, and reservoir located within the lease area.

(d) Within 400 feet of any and all springs within the lease area.

(e) Within 400 feet of any improvements either owned, permitted, leased, or otherwise authorized by the surface management agency.

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Form 3100-5
(August 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No.
U-57089

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

RECORDED July 13 1979 1:00 P.M.
IN BOOK 377 PAGE 586
FEES $8.00 Laura J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
175334 by Dorothy M. Evans

Chevron U.S.A., Inc.
P. O. Box 599
Denver, Colorado 80201

The undersigned, as owner of 100 percent of record title of the above designated oil and gas lease issued effective date January 1, 1977, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below

Describe the lands affected by this assignment (if COR 3101.2-3) Sublette County, Wyoming
Township 36 North, Range 109 West, 6th P.M.

Sec. 1: S½SW¼
Sec. 3: SW¼NE¼, W½, SE¼
Sec. 5: N½, W½SW¼, SE¼SW¼, NE¼SE¼, S½SE¼
Sec. 29: W½W½
Sec. 28: W½NW¼, NW¼SW¼
Sec. 29: N½NE¼, NW¼, E½SW¼, SE¼
Sec. 32: E½, SW¼

Containing 2300 acres

Reassignment Rider Attached

What part of assignor(s) record title interest is being conveyed to assignee (Give percentage or share) 100%

What part of the record title interest is being retained by assignor? NONE

a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage.) —011 Payment of $6,000.00 per acre payable out of 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.

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 20th day of December, 78

D. Dee Williamson
(Assignor's Signature)
D. Dee Williamson

P. O. Box 2206
(Assignor's Address)

Paulette Williamson
Paulette Williamson, his wife

Roswell, New Mexico 88201
(City) (State) (Zip Code)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective FEB 1 1979

By Glenn W. Sanc
(Authorized Officer)

Chief, Oil & Gas Section

JAN 19 1979
(Title) (Date)

[redacted] be reproduced provided that caption and [redacted] selections on the reverse of both copies of [redacted] of form

[redacted] P[redacted] [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority **Qualifications are on file with the Bureau of Land Management, Washington, D.C. under Serial BLM 066100.**
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 $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 27th day of **December**, 19 **78**

CHEVRON U.S.A. INC.

By _____
(Assignee's Signature)

Assistant Secretary

FEB 1978

P.O. Box 599, Denver, CO 80202
(Address, include zip code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INSTRUCTIONS

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 BLM 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

1. *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.

W-57089

REASSIGNMENT CLAUSE

In the event that Assignee shall desire to surrender said oil and gas lease, Assignee shall notify Assignor in writing thereof, at least sixty (60) days in advance of the next rental paying date under said lease. If Assignor desires to reacquire such lease as to the lands surrendered, Assignor shall notify Assignee within fifteen (15) days after receipt of such notice, and thereupon Assignee shall reassign such interest to Assignor; provided however, that if Assignor does not within fifteen (15) days after receipt of such notice from Assignee elect to reacquire said lease to such lands, Assignee shall then have the right to surrender such interests. Any reassignment provided for herein shall be free and clear of any overriding royalties or other encumbrances.

STATE OF NEW MEXICO)
) ss.
COUNTY OF CHAVES)

On this 20th day of December, 1978, before me, Barbara I. Griffin, Notary Public, personally appeared G. Dee Williamson and Paulette Williamson, his wife, known to me to be the persons whose names subscribed to the within instrument, and acknowledged to me that they executed same.

Given under my hand and seal this 20th day of December, 1978.
My commission expires October 15, 1979.

Barbara I. Griffin
Notary Public
Roswell, New Mexico 88201

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 W. J. Langley
Street 7777 Forest Lane, Suite 309
City Dallas,
State Texas
Zip Code 75230

W 55974
(Serial Number)

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: State: **Wyoming** County: **Sublette**

T 37 N, R 109 W, 6th Prin Mer
Sec 17: SE¼
Sec 19: NE¼, E½W½, E½SE¼
Sec 27: NW¼
Sec 28: W½W½
Sec 33: N½NW¼, SE¼NW¼

[illegible] reports lands
[illegible] known
Geologic Structure on AUG 25 1976

Containing a total of	1000.00	acres	Annual Rental	$ 500.00

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease SEP 1 1976

THE UNITED STATES OF AMERICA

By Glenna W. Jane
(Signature of Sighing Officer)

175325

Chief, [illegible] &
C[illegible]ion
(Title)

July 13 1976
(Date)

[illegible] July 13 79 8:00 AM
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FEES $14.00 Lou J Yahn
SUBLETTE [illegible] WYOMING
by Dorothy McClure

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LEASE TERMS

Sec. 1. *Rights of lessee.*—**The lessee** is granted the xclusive right and privilege to drill for, mine, extract, remove, nd dispose of all the oil and gas deposits, except helium gas, n the lands leased, together with the right to construct and aintain thereupon, all works, buildings, plants, waterways, ads, telegraph or telephone lines, pipelines, reservoirs, tanks, mping stations, or other structures necessary to the full enjoyent thereof, for a period of 10 years, and so long thereafter as l or gas is produced in paying quantities; subject to any unit reement heretofore or hereafter approved by the Secretary of e Interior, the provisions of said agreement to govern the lands bject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) *Bonds.*—(1) To ... any bond required by this lease and e current regulations and until such bond is filed not to enter the land under this lease. (2) To maintain any bond furnished the lessee as a condition for the issuance of this lease. (3) furnish a bond in a sum double the amount of $2 per acre anal rental but not less than $1,000 nor more than $10,000, on the inclusion of any part of the leased land within the own geologic structure of a producing oil or gas field. (4) furnish prior to beginning of drilling operations and main-, at all times thereafter as required by the lessor a bond in e penal sum of $10,000 with approved corporate surety, or th deposit of United States bonds as surety therefor, conditioned on compliance with the terms of this lease, unless a bond in at amount is already being maintained or unless such a bond rnished by an operator of the lease is accepted. (5) Until a neral lease bond is filed to furnish and maintain a bond in e penal sum of not less than $1,000 in those cases in which bond is required by law for the protection of the owners of surce rights. In lieu of any of the bonds described herein, the ssee may file such other bond as the regulations may permit.

(b) *Cooperative or unit plan.*—Within 30 days of demand, , if the leased land is committed to an approved unit or coopative plan and such plan is terminated prior to the expiration this lease, within 30 days of demand made thereafter, to subcribe to and to operate under such reasonable cooperative or nit plan for the development and operation of the area, field, pool, or part thereof, embracing the lands included herein as he Secretary of the Interior may then determine to be practicable nd necessary or advisable, which plan shall adequately protect he rights of all parties in interest, including the United States.

(c) *Wells.*—(1) To drill and produce all wells necessary to rotect the leased land from drainage by wells on lands not the roperty of the lessor, or lands of the United States leased at a ower royalty rate, or as to which the royalties and rentals are aid into different funds than are those of this lease; or in lieu f any part of such drilling and production, with the consent of he Director of the Geological Survey, to compensate the lessor n full each month for the estimated loss of royalty through rainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conormity with any system of well spacing or production allotments ffecting the field or area in which the leased lands are situated, hich is authorized and sanctioned by applicable law or by the ecretary of the Interior; and (3) promptly after due notice in riting to drill and produce such other wells as the Secretary of he Interior may reasonably require in order that the leased remises may be properly and timely developed and produced in ccordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties n amounts or value of production removed or sold from the he leased lands as follows:

Rentals.—To pay the lessor in advance an annual rental at he 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 beginng on or after a discovery on the leased land, to pay the lessor lieu of rental, a minimum royalty of $1 per acre or fraction ereof at the expiration of each lease year, or the difference tween the actual royalty paid during the year if less than $1 er acre, and the prescribed minimum royalty of $1 per acre, ovided that if this lease is unitized, the minimum royalty shall e payable only on the participating acreage and rental shall be yable on the nonparticipating acreage as provided in subparaaph (b)(ii) above

Royalty on production.—(1) To pay the lessor 12½ percent yalty on the production removed or sold from the leased lands mputed in accordance with the Oil and Gas Operating Regulaons (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior ay establish reasonable minimum values for purposes of comting royalty on any or all oil, gas, natural gasoline, and other oducts obtained from gas, due consideration being given to the ghest price paid for a part or for a majority of production of e quality in the same field, to the price received by the lessee, posted prices, and to other relevant matters and, whenever propriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be e and payable monthly on the last day of the calendar month xt following the calendar month in which produced. When ... amount of production, such royalty products shall be dered in merchantable condition on the premises where produced thout cost to lessor, unless otherwise agreed to by the parties reto, at such times and in such tanks provided by the lessee as ssonably may be required by the lessor, but in no case shall e lessee be required to hold such royalty oil or other products storage beyond the last day of the calendar month next folng the calendar month in which produced nor be responsible held liable for the loss or destruction of royalty oil or other oducts in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended reduced and royalties on the entire leasehold or any portion reof segregated for royalty purposes may be reduced if the retary of the Interior finds that, for the purpose of encourng the greatest ultimate recovery of oil or gas and in the erest of conservation of natural resources, it is necessary, in judgment, to do so in order to promote development, or beise the lease cannot be successfully operated under the terms ed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary the Interior, to make rental, royalty, or other payments to the sor, to the order of the Bureau of Land Management at the ces mentioned in the regulation 43 CFR 3102.2. If there no well on the leased lands capable of producing oil or gas paying quantities, the failure to pay rental on or before the iversary date shall automatically terminate the lease by operan of law. However, if the time for payment falls on a day in ich the proper office to receive payment ... losed, payment shall deemed timely if made on the next official working day.

(f) *Contracts for disposal of products.*—To file with the l and Gas ... pervisor of the Geological Survey not later than days after ... e effective date thereof any contract, or evidence other arra ... ement, for the sale or disposal of oil, gas, natural soline, and other products of the leased land; *Provided*, That thing in ... such contract or other arrangement shall be conrued as modifying any of the provisions of this lease, including, t not limited to, provisions relating to gas waste, taking royalty kind, and the method of computing royalties due as based on minimum valuation and in accordance with the Oil and Gas perating Regulations.

(g) *Statements, plats and reports.*—At such times and in ch form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed d sold from the lease, the proceeds therefrom, and the amou... ed for production purposes or unavoidably lost; a ... show ... development work and ... on the leased ... and ... with respect to [redacted] investments, ... recreation ... the extent deemed ... [redacted] ... to fill any pu... uches 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 ... ed 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) *Assignments 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 ... be disposed of under the laws reserving to the United States ... deposits of oil and gas therein, subject to such conditions as are ... 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 ... ation or expiration ... the lease, or at any other ... [redacted] ... veto when requ... d by the ... to fill any pu... ches and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the leased land and access roads to their former condition, including the removal of structures as and if required. The lessor may prescribe the steps to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic value.*—When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

(r) *Overriding royalties.*—Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(s) *Deliver premises in cases of forfeiture.*—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

Sec. 3. The lessor reserves:

(a) *Easements and rights-of-way.*—The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) *Disposition of surface.*—The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) *Monopoly and fair prices.*—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) *Helium.*—Pursuant to Section 1 of the act as amended, the ownership of helium and the right to extract or have it extracted from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If the lessor elects to take the helium, the lessee shall deliver all or any portion of gas containing the same to the lessor, in the manner required by the lessor, at any point on the leased premises, or, if the area is served at the time of production by a gas-gathering system owned or operated by the lessee, at any point in that system specified by the lessor, for extraction of the helium by such means as the lessor may provide. The residue shall be returned to the lessee, with no substantial delay in the delivery of the gas produced from the well to the owner or purchaser thereof. Save for the value of the helium extracted, the lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. The lessor reserves the right to erect, maintain, and operate any and all reduction works necessary for extraction of helium on the leased premises. The lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that the lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold, and that the lessor may take the gas from a pipeline carrier or any other gas-gathering system and extract the helium and return the gas to the owner thereof, without delay other than that caused by the extraction process, save for the value of the helium, the owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the rights of the lessor.

(e) *Taking of royalties.*—All rights pursuant to section 36 of the act to take royalties in amount or in value of production.

(f) *Casing.*—All rights pursuant to section 40 of the act to purchase casing, and lease or operate valuable water wells.

Sec. 4. *Drilling and producing restrictions.*—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

Sec. 5. *Surrender and termination of lease.*—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 6. *Purchase of materials, etc., on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period: *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. *Proceedings in case of default.*—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or shall make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of cancellation and forfeiture, or for the same cause occurring at any other time.

Sec. 8. *Heirs and successors-in-interest.*—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Secs ... [redacted] ... and 433, Title 18 U.S. ... ne, relating to contracts ... and form a part of this ... ase so far as the same ma...

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)*

OREST SUPERVISOR
R'DGER-TETON NATIONAL FOREST
REST SERVICE BUILDING
CKSON, WY 83001

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)

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

STIPULATION FOR LANDS UNDER JURISDICTION OF DEPARTMENT OF AGRICULTURE*

e lands embraced in this lease or permit being under the jurisdiction of the Secretary of Agriculture, the lessee or mittee hereby agrees:

To conduct all operations authorized by this lease permit with due regard for good land management, t to cut or destroy timber without first obtaining rmission from the authorized representative of the cretary of Agriculture, and to pay for all such timber t or destroyed at the rates prescribed by such repre- ntative; to avoid unnecessary damage to improvements, nber, crops, or other cover; unless otherwise author- ed by the Secretary of Agriculture, not to drill any ell, carry on operations, make excavations, construct nnels, drill, or otherwise disturb the surface of the nds within 200 feet of any building standing on the nds and whenever required, in writing, by the author- ed representative of the Secretary of Agriculture to ace or fill all sump holes, ditches, and other ex- vations, remove or cover all debris, and so far as asonably possible, restore the surface of the lands their former condition, including the removal of tructures as and if required, and when required by such epresentative to bury all pipelines below plow depth

2) To do all in his power to prevent and suppress orest, brush, or grass fires on the lands and in their cinity, and to require his employees, contractors, ubcontractors, and employees of contractors or sub- ontractors to do likewise. Unless prevented by ircumstances over which he has no control, the lessee r permittee shall place his employees, contractors, ubcontractors, and employees of contractors and sub- ontractors employed on the lands at the disposal f any authorized officer of the Department of griculture for the purpose of fighting forest, brush, r grass fires on or originating on the lands or on djacent areas or caused by the negligence of the essee or permittee or his employees, contractors, ubcontractors and employees of contractors and sub- ontractors, with the understanding that payment for uch services shall be made at rates to be determined y 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, sub- contractors, or employees of contractors or subcon- tractors, 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, camp- fires 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.*), June 28, 1944 (58 Stat. 483–485); 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. 133v–16, Note)

xercise of the privileges authorized by this lease or ermit, and shall maintain such fire tools at his head quarters or at the appropriate location on the lands as re deemed necessary by such representative.

3) In the location, design, construction, and maintenance of all authorized works, buildings, plants, aterways, roads, telegraph or telephone lines, pipenes, reservoirs, tanks, pumping stations, or other tructures or clearance, the lessee or permittee hall do all things reasonably necessary to prevent reduce to the fullest extent scarring and erosion of e lands, pollution of the water resources and any amage to the watershed. Where construction, operaon, or maintenance of any of the facilities on or nnected with this lease or permit causes damage to e watershed or pollution of the water resources, the ssee or permittee agrees to repair such damage and take such corrective measures to prevent further llation or damage to the watershed as are deemed cessary by the authorized representative of the cretary of Agriculture.

If in the opinion of the authorized representative of e Secretary of Agriculture, the lands are valuable for tershed protection, the lessee or permittee shall proide for control of surface runoff and return the affected a to a productive condition as practicable.

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 from lessee's or permittee's operations under this lease permit.

To recognize existing uses and commitments, in 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 duct 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 [redacted] ent 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.

(8) 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.

(9) To comply with all federally-approved rules and regulations of the Secretary of Health, Education, and Welfare governing the emission of pollutants into the air from activities which are embraced in this lease or permit.

(10) 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.

(11) 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.

(12) To address all matters relating to this stipulation to

at FOREST SUPERVISOR
BRIDGER-TETON NATIONAL FOREST
FOREST SERVICE BUILDING
JACKSON, WY 83001

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.

(Signature of Lessee)

GPO 850-292

Forest Service Su ex to
Form 3109-3

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94206

SURFACE OCCUPANCY STIPULATION

1. Lessee agrees not to enter upon the lease area or disturb the surface for exploration or drilling purposes until either:

(a) An inventory of archeological, paleontological, and historical sites is made by the surface management agency or its designated representative, or

(b) Lessee has made or caused to be made an inventory of all archeological, paleontological, and historical sites in those areas of the lease subject to development, occupancy, or surface disturbance. The survey must be made by a qualified archeologist acceptable to the surface management agency and the results of this survey provided to the surface management agency. Costs of this survey will be borne by the lessee. After inventory by either lessee's archeologist or the surface management agency reasonable conditions of use will be prepared to protect the sites or salvage objects of antiquity in accordance with the Antiquities Act of June 8, 1906 (34 Stat. 225; 16 USC 431), and the Historical Sites Act of August 21, 1935 (49 Stat. 666; 16 USC 461-467). Costs of salvage of artifacts will be borne by the lessee and all objects of antiquity salvaged will remain the property of the U.S. Government.

2. No occupancy of the surface in the following areas is authorized by this lease. The lessee may employ directional drilling to develop the oil and gas resources under these areas, provided that such drilling or other works will not disturb the surface area or otherwise interfere with their use by the surface management agency. The areas to be excluded from surface occupancy unless specifically approved in the operating plan are:

(a) Within 500 feet on either side of the centerline of any and all roads and/or highways within the lease area.

(b) Within 200 feet on either side of the centerline of any and all designated trails within the lease area.

(c) Within 500 feet of the normal high waterline of any and all streams, lakes, ponds, and reservoir located within the lease area.

(d) Within 400 feet of any and all springs within the lease area.

(e) Within 400 feet of any improvements either owned, permitted, leased, or otherwise authorized by the surface management agency.

PRINTED BY WILKINS PRINTING, INC., 511 16th ST. SUITE 222 DENVER, CO 80[illegible] 1881

94200

Form 3106-5
(February 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No.
W-55974

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

Chevron U. S. A. Inc.
P. O. Box 599
Denver, Colorado 80201

175326

July 13 1979 8:00 A.M.
Page 593
COUNTY CLERK
WYOMING

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective *(date)* **September 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)*

State: Wyoming County: Sublette

T 37 N, R 109 W, 6th Prin Mer
Sec 17: SE¼
Sec 19: NE¼, E½W½, E½SE¼
Sec 27: NW¼
Sec 28: W½W½
Sec 33: N½NW¼, SE¼NW¼ Containing a total of 1000.00 acres

SEE ATTACHED REASSIGNMENT RIDER

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 100%

4. What part of the record title interest is being retained by assignor(s)? None

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* None

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? *(Percentage only)* 5% of 8/8ths (D & J Trust, August 27, 1976).

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 4th day of January, 19 79

(Assignor's Signature)
Adair D. Chapman, President F & L Co
ATTEST:
Dorothy Langley, Secretary

7777 Forest Lane, Suite 309
(Assignor's Address)

Dallas (City) Texas (State) 75230 (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 MAR 1 1979

By [signature] (Authorized Officer)
Chief, Oil & Gas Section
(Title)

MAR 8 1979
(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*

595

FOR CLAIMANT

5960

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority **Qualifications are on file with the Bureau of Land**
2. Assignee is a citizen of the United States **Management, Washington, D.C. under Serial BLM 066100.**
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 the 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 12th day of **February**, 19 **79**

CHEVRON U.S.A. INC.

By _____
(Assignee's Signature)

Assistant Secretary

P.O. Box 599, Denver, CO 80201
(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 **Texas**
COUNTY OF **Dallas** } ss.

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

On **January 4**, 19**79**, before me personally came the above named **Adair P. Chapman** (who being by me duly sworn, did say that he is the President of **F & L Co**

a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation) who is personally known to me to be the identical person and officer whose name is affixed to the above instrument as **the** 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: **12-11-80**

Notary Public
Residing at

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared [redacted] O HENSLEY to me personally known, who being by me duly sworn did say that he, with the capacity designated by his signature on the document to which this certificate is attached, is an officer or agent, of Chevron U.S.A. Inc., a corporation organized and existing under and by virtue of the laws of the State of California, and that he as such officer or agent and in such capacity being authorized by its Bylaws and/or Board of Directors so to do, signed, sealed, executed and acknowledged before me the foregoing instrument on behalf of said Corporation as his voluntary act and deed and the voluntary act and deed of said Corporation for the uses, purposes and consideration therein expressed and contained by signing the name of the Corporation by him as such officer or agent and that the seal, if any, affixed to said instrument is the Corporate seal of said Corporation, and he further acknowledges to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal of office on this the 12th day of February, 19 79.

My commission expires:
My commission expires Jan. 3, 1983

Notary Public

CW-741-1(D 6/7)

RIDER

Assignee may surrender said lease to the United States as to all or any part of the land affected thereby without incurring any liability whatsoever to Assignor, provided that prior to the making of any such surrender, Assignee shall deposit in the United States Mail as certified mail with return receipt requested addressed to Assignor, a notice of Assignee's proposed surrender. Assignor shall have thirty (30) days from the depositing of such notice by Assignee within which to elect to take and receive a reassignment of said Oil and Gas Lease as to the land proposed to be surrendered. If Assignee shall, within said thirty (30) day period, receive notice in writing from Assignor that Assignor has elected to take an assignment of said lease as to said land proposed to be surrendered, Assignee shall execute and deliver to Assignor in triplicate a proper reassignment of the rights and interests hereby assigned as to the land so specified in Assignee's notice of intention to surrender. Failure of Assignor to notify Assignee within said thirty (30) day period, of Assignor's election to take a reassignment, shall be deemed to constitute Assignor's consent to said proposed surrender.

If, having taken any reassignment of said lease as to any land, Assignor shall fail, for a period of thirty (30) days following the delivery of said reassignment to him, to file said reassignment with the Bureau of Land Management for approval, together with a proper showing of the qualification of Assignor to receive said reassignment and hold a lease on said reassigned land, Assignee may, notwithstanding said reassignment, surrender to the United States said lease as to the land so reassigned.

Assignor shall be responsible for all rentals and royalties becoming due with respect to said lease as to any reassigned land from and after thirty (30) days from the date Assignee deposits any notice of proposed surrender in the United States Mails, but Assignee shall pay all rentals and royalties becoming due prior thereto; provided, however, Assignee shall not be liable for its failure to pay or the improper payment of any rental or royalty so long as it has acted in good faith.

Notwithstanding any other provision herein contained, either express or implied, Assignee's obligations under the preceding three (3) paragraphs shall cease and terminate sixty (60) days prior to the end of the primary term of said lease.

In connection with operations for the production of oil and gas or either of them, Assignee may at any time or times pool or unitize the overriding royalty reserved to Assignor under this assignment, insofar as said overriding royalty affects the land covered hereby, in whole or in part, as to any stratum or strata, with other lands and leases in the same area or field so as to constitute a unit or units whenever, in Assignee's judgment, necessary or advisable to comply with a law, rule, order or regulation of a governmental authority having jurisdiction, to reduce or prevent economic waste, to protect correlative rights, or to promote, encourage or accomplish the conservation of natural resources, by filing for record an instrument so declaring subject to the following. (a) Units formed to establish or comply with an orderly or uniform well spacing pattern for the production of oil or gas shall not exceed 80 acres if for the production of oil and shall not exceed 640 acres if for the production of gas, plus a tolerance of 10% in each instance, except that if the governmental authority having jurisdiction by appropriate rule, order or regulation prescribes or permits or, based on prior action of the applicable governmental authorities, may reasonably be expected to prescribe or permit units of a larger size, the unit or units may be increased to the maximum so prescribed or permitted or so reasonably expected to be prescribed or permitted; (b) Units formed to accomplish a cycling, pressure maintenance, repressuring or secondary recovery program, or any other cooperative or unit plan of development or operation involving multiple wells must be approved by the governmental authority having jurisdiction and shall allocate to the portion of said land included in any such unit a fractional part of production from any part of such unit on one of the following bases: (i) the ratio between the quantity of recoverable production allocable to the portion of said land included in such unit and the total of all recoverable production allocable to such unit; or (ii) such other basis as may be approved by the governmental authority having jurisdiction thereof. Any such unit so established may be enlarged to include acreage believed to be productive or may be diminished by excluding acreage believed to be nonproductive and, in the absence of current production therefrom, any such unit may be abolished and dissolved by filing for record an instrument so declaring. Instruments filed for record hereunder shall be filed in the public notice records of the county in which the land is situated. Upon production from any part of any such unit, Assignor herein shall be entitled to the overriding royalty herein provided to be paid to Assignor on only that fractional part of unit production allocated to that part of the land covered hereby which is included in such unit.

CW 3250 (D 12/6)

598

94201

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 R. Ronald Schnier
Street P. O. Drawer EE
City Carefree, Arizona 85331
State
Zip Code

W 55935
(Serial Number)

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: State: Wyoming County: Sublette

T 36 N, R 110 W, 6th Prin Mer
Sec 13: SE¼NW¼, E½SW¼
Sec 22: Lots 1, 2, 3, SW¼NE¼, NW¼NW¼, S½NW¼, S½
Sec 23: Lots 1, 2, NE¼, S½NW¼, S½
Sec 24: W½SW¼, E½SE¼, NW¼SE¼
Sec 25: NW¼, W½SE¼

U. S. Geological Survey reports lands in lease were not within a known Geologic Structure on Aug 25 1976

Containing a total of 1772.08 acres	Annual Rental $886.50

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: SEP 1 1976

THE UNITED STATES OF AMERICA

By Glenna M. Sanc
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

AUG 2 [illegible] 1976
(Date)

175337

RECORDED July 13 1976 8:00 A M
IN BOOK 57 Oil & Gas PAGE 598
FEES $14.00 Lois J Yake
SUBLETTE COUNTY CLERK
by Dorothy M. Stevens

[redacted] TERMS

Sec. 1. *Right* [redacted] —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, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) *Wells.*—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties on amounts or value of production removed or sold from the leased lands as follows:

Rentals.—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:
  (i) For each lease year a rental of 50 cents per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:
  (i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.
  (ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than $1 per acre, and the prescribed minimum royalty of $1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b)(ii) above.

Royalty on production.—(1) To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands as computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms provided herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Contracts for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and reports with respect to stockholders, investments, depreciation, and costs.

(h) *Well records.*—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(i) *Inspection.*—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(j) *Diligence, prevention of waste, health and safety of workmen.*—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor, to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was based before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost: *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) *Taxes and wages, freedom of purchase.*—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) *Equal Opportunity clause.*—During the performance of this contract the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Assignment of oil and gas lease or interest therein.*—As required by applicable law, to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(n) *Pipelines to purchase or convey at reasonable rates and without discrimination.*—If owner or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913; 30 U.S.C. sec. 351).

(o) *Lands patented with oil and gas deposits reserved to the United States.*—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) *Reserved or segregated lands.*—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) *Protection of surface, natural resources, and improvements.* The lessee agrees to take such reasonable steps as may be needed to prevent operations on the leased lands from unnecessarily: (1) causing or contributing to soil erosion or damaging crops, including forage, and timber growth thereon or on Federal or non-Federal lands in the vicinity; (2) polluting air and water; (3) damaging improvements owned by the United States or other parties; or (4) destroying, damaging or removing fossils, historic or prehistoric ruins, or artifacts and upon any partial or final 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] over 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 case of forfeiture.*—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

Sec. 3. The lessor reserves:

(a) *Easements and rights-of-way.*—The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) *Disposition of surface.*—The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) *Monopoly and fair prices.*—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) *Helium.*—Pursuant to Section 1 of the act as amended, the ownership of helium and the right to extract or have it extracted from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If the lessor elects to take the helium, the lessee shall deliver all or any portion of gas containing the same to the lessor, in the manner required by the lessor, at any point on the leased premises, or, if the area is served at the time of production by a gas gathering system owned or operated by the lessee, at any point in that system specified by the lessor, for extraction of the helium by such means as the lessor may provide. The residue shall be returned to the lessee, with no substantial delay in the delivery of the gas produced from the well to the owner or purchaser thereof. Save for the value of the helium extracted, the lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. The lessor reserves the right to erect, maintain, and operate any and all reduction works necessary for extraction of helium on the leased premises. The lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that the lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold, and that the lessor may take the gas from a pipeline carrier or any other gas-gathering system and extract the helium and return the gas to the owner thereof, without delay other than that caused by the extraction process; save for the value of the helium, the owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the rights of the lessor.

(e) *Taking of royalties.*—All rights pursuant to section 36 of the act to take royalties in amount or in value of production.

(f) *Casing.*—All rights pursuant to section 40 of the act to purchase casing and lease or operate valuable water wells.

Sec. 4. *Drilling and producing restrictions.*—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

Sec. 5. *Surrender and termination of lease.*—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 6. *Purchase of materials, etc., on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period: *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. *Proceedings in case of default.*—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or shall make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of cancellation and forfeiture, or for the same cause occurring at any other time.

Sec. 8. *Heirs and successors-in-interest.*—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22; and 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.

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[redacted] [redacted] [redacted] 1164

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)*

OREST SUPERVISOR
R'DGER-TETON NATIONAL FOREST
OREST SERVICE BUILDING
CKSON, WY 83001

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 649 - 258

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orm 3109–3
June 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

STIPULATION FOR LANDS UNDER JURISDICTION OF DEPARTMENT OF AGRICULTURE*

e lands embraced in this lease or permit being under the jurisdiction of the Secretary of Agriculture, the lessee or rmittee hereby agrees:

) To conduct all operations authorized by this lease permit with due regard for good land management, t to cut or destroy timber without first obtaining mission from the authorized representative of the cretary of Agriculture, and to pay for all such timber t or destroyed at the rates prescribed by such repre-ntative; to avoid unnecessary damage to improvements, ber, crops, or other cover; unless otherwise author-d by the Secretary of Agriculture, not to drill any ll, carry on operations, make excavations, construct nels, drill, or otherwise disturb the surface of the ds within 200 feet of any building standing on the ds and whenever required, in writing, by the author-d representative of the Secretary of Agriculture to ce or fill all sump holes, ditches, and other ex-vations, remove or cover all debris, and so far as sonably possible, restore the surface of the lands their former condition, including the removal of uctures as and if required, and when required by such presentative to bury all pipelines below plow depth

To do all in his power to prevent and suppress rest, brush, or grass fires on the lands and in their cinity, and to require his employees, contractors, bcontractors, and employees of contractors or sub-ntractors to do likewise. Unless prevented by rcumstances over which he has no control, the lessee permittee shall place his employees, contractors, bcontractors, and employees of contractors and sub-ntractors employed on the lands at the disposal any authorized officer of the Department of griculture for the purpose of fighting forest, brush, grass fires on or originating on the lands or on djacent areas or caused by the negligence of the ssee or permittee or his employees, contractors, bcontractors and employees of contractors and sub-ntractors, with the understanding that payment for ch services shall be made at rates to be determined 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, sub-contractors, or employees of contractors or subcon-tractors, 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, camp-fires 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.*); June 28, 1944 (58 Stat. 483–485); 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).

xercise of t[redacted]rileges uthorized by this lease or ermit, a shall maintain such fire tools at his headarters at the appropriate location on the lands as e deeme necessary by such representative.

In the location, design, construction, and maintenance of all authorized works, buildings, plants, terways, roads, telegraph or telephone lines, pipees, reservoirs, tanks, pumping stations, or other ructures or clearance, the lessee or permittee all do all things reasonably necessary to prevent reduce to the fullest extent scarring and erosion of lands, pollution of the water resources and any nage to the watershed. Where construction, operan, or maintenance of any of the facilities on or nected with this lease or permit causes damage to watershed or pollution of the water resources, the see or permittee agrees to repair such damage and take such corrective measures to prevent further lution or damage to the watershed as are deemed essary by the authorized representative of the retary of Agriculture.

If in the opinion of the authorized representative of Secretary of Agriculture, the lands are valuable for ershed protection, the lessee or permittee shall pro- for control of surface runoff and return the affected a to as productive condition as practicable.

To pay the lessor or permitter or his tenant or the face owner or his tenant, as the case may be, for 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 from lessee's or permittee's operations under this lease permit.

To recognize existing uses and commitments, in form of Department of Agriculture grazing, timber tting, and special use permits, water developments, ch, road, trail, pipeline, telephone line, and fence ghts-of-way and other similar improvements, and to nduct his operations so as to interfere as little as ssible with the rights and privileges granted by these rmits or with other existing uses.

[redacted] To install and maintain cattle guar[redacted]vent 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.

(8) 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.

(9) To comply with all federally-approved rules and regulations of the Secretary of Health, Education, and Welfare governing the emission of pollutants into the air from activities which are embraced in this lease or permit

(10) 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.

(11) 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.

(12) To address all matters relating to this stipulation to

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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.

(Signature of Lessee)

GPO 850-292

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Forest Service Supplement to
Form 3109-3

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94201

SURFACE OCCUPANCY STIPULATION

1. Lessee agrees not to enter upon the lease area or disturb the surface for exploration or drilling purposes until either:

(a) An inventory of archeological, paleontological, and historical sites is made by the surface management agency or its designated representative, or

(b) Lessee has made or caused to be made an inventory of all archeological, paleontological, and historical sites in those areas of the lease subject to development, occupancy, or surface disturbance. The survey must be made by a qualified archeologist acceptable to the surface management agency and the results of this survey provided to the surface management agency. Costs of this survey will be borne by the lessee. After inventory by either lessee's archeologist or the surface management agency reasonable conditions of use will be required to protect the sites or salvage objects of antiquity in accordance with the Antiquities Act of June 8, 1906 (34 Stat. 225; 16 USC 431), and the Historical Sites Act of August 21, 1935 (49 Stat. 666; 16 USC 461-467). Costs of salvage of artifacts will be borne by the lessee and all objects of antiquity salvaged will remain the property of the U.S. Government.

2. No occupancy of the surface in the following areas is authorized by this lease. The lessee may employ directional drilling to develop the oil and gas resources under these areas, provided that such drilling or other works will not disturb the surface area or otherwise interfere with their use by the surface management agency. The areas to be excluded from surface occupancy unless specifically approved in the operating plan are:

(a) Within 500 feet on either side of the centerline of any and all roads and/or highways within the lease area.

(b) Within 200 feet on either side of the centerline of any and all designated trails within the lease area.

(c) Within 500 feet of the normal high waterline of any and all streams, lakes, ponds, and reservoir located within the lease area.

(d) Within 400 feet of any and all springs within the lease area.

(e) Within 400 feet of any improvements either owned, permitted, leased, or otherwise authorized by the surface management agency.

ASSIGNMENT OF OIL AND GAS LEASE

THIS ASSIGNMENT, made and entered into this 2nd day of January 19 79

by and between R. Ronald Schnier
P. O. Drawer 2118
whose address is Carefree, Arizona 85377

175178

hereinafter referred to as "Assignor" (whether one or more), and
Chevron, U.S.A., Inc.
P. O. Box 599
whose address is Denver, Colorado 80201

hereinafter referred to as "Assignee" (whether one or more).

FILED July 13 19 81 at 9:00 A.M.
5-Fees
Book 604
FILED for Record Lora J. Yoke COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Allen

WITNESSETH:

Assignor, in consideration of Ten and other Dollars, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, assign and convey to Assignee that certain Oil and Gas Lease dated September 1 , 19 76 , from the United States, as lessor, bearing Wyoming Serial No. W-55985 , insofar as the lease covers the following described lands in Sublette County, Wyoming , to-wit:

Township 36 North, Range 110 West, 6th P.M.
Section 13: SE¼NW¼, E½SW¼
Section 22: Lots 1, 2, 3, SW¼NE¼, NW¼NW¼, S½NW¼, S½
Section 23: Lots 1, 2, NE¼, S½NW¼, S½
Section 24: W½SW¼, E½SE¼, NW¼SE¼
Section 25: NW¼, W½SE¼

Containing 1,772.08 acres, more or less.

(RIDER ATTACHED TO TAKE OIL & GAS IN KIND)

together with all rights, privileges and personal property thereunder, appurtenant thereto, or used in connection therewith, subject, however, to the following:

Assignor hereby excepts and reserves an overriding royalty of Five percent of eight-eights (5% of 8/8ths) of the market value at the wells as produced of all the oil and gas which may be produced, saved and marketed from said lands under the terms of the lease or any extensions or renewals thereof. The 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 the lease are computed and paid, and Assignor shall be responsible for Assignor's proportionate part of all taxes and assessments levied upon or against or measured by the production of oil and gas therefrom. The overriding royalty shall (a) be the total overriding royalty for which Assignee shall be obligated and shall include all existing overriding royalties and obligations payable out of production from the lands, (b) be proportionately reduced if this assignment grants to Assignee less than the entire leasehold estate in the lands, and (c) be subject to the suspension provisions of 43 CFR 3103.3-6, if applicable. Unless otherwise provided in this assignment, the reservation of the overriding royalty shall not imply any leasehold preservation, drilling or development obligation on the part of Assignee; however, nothing herein contained shall relieve Assignee from compliance with the terms and conditions of the lease. No change in the ownership of the overriding royalty shall be binding upon Assignee until such time as Assignee shall have been furnished with either the original, a certified copy or an acceptable reproduction copy of the recorded instrument or instruments effecting the change in ownership.

SEE ATTACHED REASSIGNMENT RIDER.

~~If Assignee should at any time desire to surrender the lease to the United States as to all or any~~ portion of the above described lands, Assignee shall tender to Assignor a reassignment of the lease as to the lands sought to be surrendered at least forty-five (45) days prior to (a) the time for the payment of the next annual rental under the terms of the lease or any extension or renewal thereof or (b) the expiration of the lease if it may be extended or renewed other than by drilling operations. If Assignor shall fail to accept the reassignment within ten (10) days from the time it is tendered, Assignee shall be free to surrender the lease as to such lands. If the reassignment is accepted by Assignor, Assignor shall save, hold and protect Assignee harmless from all rentals and liability of whatsoever character subsequently accruing with respect to the lands covered by the reassignment. Failure to tender the reassignment shall render Assignee liable only if Assignor has reserved herein an interest in production. Assignee's liability shall be limited to the fair market value of the reserved interest at the time the reassignment is due, but shall not exceed the cash consideration paid for this Assignment.

Assignor covenants with Assignee that Assignor is the lawful owner of, has good title to, and has the right to convey the lease free and clear of all liens, encumbrances and obligations except those referred to above, that the lease is valid and is in good standing, that all rentals and royalties due thereunder have been paid, and that Assignor will warrant and defend the title thereto to Assignee and Assignee's heirs, personal representatives, successors and assigns against the lawful claims and demands of all persons.

RRS

Executed in multi-counterparts as of the day and year first above written.

R. Ronald Schnier

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STATE OF Arizona
COUNTY OF Maricopa } ss

The foregoing instrument was acknowledged before me this 2nd day of January, 19 79,

by R. Ronald Schnier

My Commission Expires:

9-6-82

Notary Public

STATE OF
COUNTY OF } ss

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared E. O. KENSLEY
to me personally known, who being by me duly sworn did say that he, with the capacity designated by his signature on the document to which this certificate is attached, is an officer or agent, of Chevron U.S.A. Inc., a corporation organized and existing under and by virtue of the laws of the State of California, and that he as such officer or agent and in such capacity being authorized by its Bylaws and/or Board of Directors so to do, signed, sealed, executed and acknowledged before me the foregoing instrument on behalf of said Corporation as his voluntary act and deed and the voluntary act and deed of said Corporation for the uses, purposes and consideration therein expressed and contained by signing the name of the Corporation by him as such officer or agent and that the seal, if any, affixed to said instrument is the Corporate seal of said Corporation, and he further acknowledges to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal of office on this the 19th day of January, 19 79.

My commission expires:

My Commission Expires Jan 5, 1983

Notary Public

CW-741-1(D 6/7)

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? [X] Yes [ ] No *(If "yes," specify kind)*

c. If a corporation, attach qualifications or if already on file, give serial number of case file BLM-066100

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

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 19th day of January, 19 79

CHEVRON U.S.A. INC.

By
Assistant Secretary (Assignee's Signature)

P. O. Box 599, Denver, Colorado 80201
(Address)

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described ~~below~~ above

~~SAME LANS DESCRIBED ... TWP 2~~

Assignment approved effective FEB 1 1979 By Elmer W. Gant
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

FEB 8 1979
(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

Colman

RIDER

RRS

Assignee may surrender said lease to the United States as to all or any part of the land affected thereby without incurring any liability whatsoever to Assignor, provided that prior to the making of any such surrender, Assignee shall deposit in the United States Mail as certified mail with return receipt requested addressed to Assignor, a notice of Assignee's proposed surrender. Assignor shall have ~~sixty (60)~~ forty-five (45) days from the depositing of such notice by Assignee within which to elect to take and receive a reassignment of said Oil and Gas Lease as to the land proposed to be surrendered. If Assignee shall, within said ~~sixty (60)~~ forty-five (45) day period, receive notice in writing from Assignor that Assignor has elected to take an assignment of said lease as to said land proposed to be surrendered, Assignee shall execute and deliver to Assignor in triplicate a proper reassignment of the rights and interests hereby assigned as to the land so specified in Assignee's notice of intention to surrender. Failure of Assignor to notify Assignee within said ~~sixty (60)~~ forty-five (45) day period, of Assignor's election to take a reassignment, shall be deemed to constitute Assignor's consent to said proposed surrender.

If, having taken any reassignment of said lease as to any land, Assignor shall fail, for a period of ~~sixty (60)~~ forty-five (45) days following the delivery of said reassignment to him, to file said reassignment with the Bureau of Land Management for approval, together with a proper showing of the qualification of Assignor to receive said reassignment and hold a lease on said reassigned land, Assignee may, notwithstanding said reassignment, surrender to the United States said lease as to the land so reassigned.

Assignor shall be responsible for all rentals and royalties becoming due with respect to said lease as to any reassigned land from and after ~~sixty (60)~~ forty-five (45) days from the date Assignee deposits any notice of proposed surrender in the United States Mails, but Assignee shall pay all rentals and royalties becoming due prior thereto. ~~Assignee's liability shall be limited to the fair market value of reserved interest at the time the reassignment is due, but shall not exceed the cash considera-~~ paid for this Assignment. (RRS)

Notwithstanding any other provision herein contained, either express or implied, Assignee's obligations under the preceding three (3) paragraphs shall cease and terminate sixty (60) days prior to the end of the primary term of said lease.

In connection with operations for the production of oil and gas or either of them, Assignee may at any time or times pool or unitize the overriding royalty reserved to Assignor under this assignment, insofar as said overriding royalty affects the land covered hereby, in whole or in part, as to any stratum or strata, with other lands and leases in the same area or field so as to constitute a unit or units whenever, in Assignee's judgment, necessary or advisable to comply with a law, rule, order or regulation of a governmental authority having jurisdiction, to reduce or prevent economic waste, to protect correlative rights, or to promote, encourage or accomplish the conservation of natural resources, by filing for record an instrument so declaring subject to the following: (a) Units formed to establish or comply with an orderly or uniform well spacing pattern for the production of oil or gas shall not exceed 80 acres if for the production of oil and shall not exceed 640 acres if for the production of gas, plus a tolerance of 10% in each instance, except that if the governmental authority having jurisdiction by appropriate rule, order or regulation prescribes or permits or, based on prior action of the applicable governmental authorities, may reasonably be expected to prescribe or permit units of a larger size, the unit or units may be increased to the maximum so prescribed or permitted or so reasonably expected to be prescribed or permitted; (b) Units formed to accomplish a cycling, pressure maintenance, repressuring or secondary recovery program, or any other cooperative or unit plan of development or operation involving multiple wells must be approved by the governmental authority having jurisdiction and shall allocate to the portion of said land included in any such unit a fractional part of production from any part of such unit on one of the following bases: (i) the ratio between the quantity of recoverable production allocable to the portion of said land included in such unit and the total of all recoverable production allocable to such unit; or (ii) such other basis as may be approved by the governmental authority having jurisdiction thereof. Any such unit so established may be enlarged to include acreage believed to be productive or may be diminished by excluding acreage believed to be nonproductive and, in the absence of current production therefrom, any such unit may be abolished and dissolved by filing for record an instrument so declaring. Instruments filed for record hereunder shall be filed in the public notice records of the county in which the land is situated. Upon production from any part of any such unit, Assignor hereunder shall be entitled to the overriding royalty herein provided to be paid to Assignor on only that fractional part of unit production allocated to that part of the land covered hereby which is included in such unit.

Assignor expressly reserves the right to take his share of oil or gas in kind and contract for the disposal or same on such terms as Assignor may choose. Provided, however, if Assignee proposes to sign an oil or gas contract covering his interest, he shall notify Assignor in writing and if Assignor does not notify Assignee to the contrary within 10 days thereafter, Assignee shall have the right to sell Assignor's share of said oil or gas for a period not to exceed one year at such price as Assignee is able to negotiate in good faith. Assignor shall bear all cost of taking or selling his gas or oil separately. R.R.S

607 94205

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

Jean Binks
2050 S. Fairfax
Denver, CO 80222

W 55321
(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. 36 N., R. 11 W., 6th P.M., Wyo.
Section 8: N½, E½W½
Section 9: N½NE¼, SW¼NE¼, W½, S½SE¼

175389

FILED July 13 1976 8:00 A.M.
BOOK 57 Misc
PAGE 417
$8.00 Lois J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

U.S. Geological Survey reports lands in lease were not within a known Geologic Structure on date of lease issuance

Containing a total of 1000.00 acres	Annual Rental . . . . . $ 500.00

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 1976

THE UNITED STATES OF AMERICA

By Sabrina M. Bass
(Signature of Signing Officer)

Chief, Oil &
Gas Section
(Title)

February 19, 1976
(Date)

[redacted] [redacted] [redacted] OR CLAIMANT

LEA[redacted]RM

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 terms 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 $[illegible],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, 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, or at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties on amounts or value of production removed or sold from the leased lands as follows:

Rentals.—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(i) For each lease year a rental of 50 cents per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.

(ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than $1 per acre, and the prescribed minimum royalty of $1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b)(ii) above.

Royalty on production.—(1) To pay the lessor 12½ percent 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 following the calendar month in which produced. When royalty 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 thereafter for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(e) *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.*

(f) *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 or the depository mentioned in the regulations, 43 CFR 3103.2. If there is a well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day on which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(g) *Contracts for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than [illegible] days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land. *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on the minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(h) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amount and quality of all products removed and sold from the lease, the [illegible] for [illegible] purposes or accidentally lost; a plat showing [illegible] and improvements on the leased lands; and [illegible] with respect to stockholders, investments, depreciation and costs.

(i) *Records.*—To keep a [illegible] complete [illegible] all wells [illegible] be kept or furnished by the [illegible] leased lands, [illegible] equitable [illegible] operations affecting [illegible] and [illegible] the right to the [illegible] under the [illegible] open to inspection by the public [illegible] lease.

(j) *Log of operations.*—To keep [illegible] the inspection of [illegible] duly authorized [illegible] the leased premises and all wells, [illegible] fixtures thereon, and books, [illegible] lessee or operator [illegible] lands or [illegible] lease. All reports [illegible] any such [illegible] upon the request [illegible] given to [illegible] by the public [illegible] lease.

(k) [illegible] to prevent unnecessary waste of oil or gas [illegible] provided for [illegible] all operations [illegible] in accordance with approved [illegible] operations in accordance with approved operating practice as provided in the Oil and Gas Operating [illegible] due regard for the prevention of waste of [illegible] to deposits or formations containing [illegible] to the measures which [illegible] energy for the conservation and [illegible] property for future production operations and for the health and safety of workmen and employees. To drill [illegible] all wells within [illegible] in accordance with the [illegible] of any prior [illegible] commencement [illegible] was made before abandoning the same [illegible] at expense of the lessee all reasonable orders [illegible] prior to the matters in this paragraph, and that [illegible] to do the lessor shall have the right to make [illegible] properly and to accomplish the purpose of [illegible] the lessee's [illegible] That the lessee shall be held responsible for delays or casualties occasioned by [illegible] lessee's control.

(l) [illegible] 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, [illegible] property, or assets of the lessee; to [illegible] all workmen and employees complete freedom of purchase; and to pay all wages [illegible] workmen and employees at least twice each month in the lawful money of the United States.

(m) *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; [illegible] 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 [illegible] 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.

(n) *Equal opportunity for Indians.*—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, 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, 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 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.

(o) *Land and water conservation fund.*—The lessee agrees to pay when required by applicable law to the lessor any [illegible] of a character made of the [illegible] and [illegible] thereon, including [illegible] payments and [illegible] working or royalty [illegible] days from the date of final execution thereof.

(p) *Preference right to lease helium.*—If owner[illegible] of a controlling interest in any pipeline or any company operating the same which may be operated [illegible] gas derived from lands under this lease, to accept [illegible] and if a purchaser of such products to purchase [illegible] and without discrimination the oil or gas of the lessor [illegible] of any citizen or company not the owner of any [illegible] operating a lease or purchasing, selling, or [illegible] products under the provisions of the [illegible] of the Act of August [illegible], 1947 (61 Stat. [illegible]).

(q) *Lands in national forests.*—[illegible]

(r) *Use of land.*—To comply with [illegible] and regulations [illegible] under [illegible] have been or may hereafter be [illegible] to the United States the deposits of [illegible] to such conditions as are or may be [illegible] the laws covering such oil or gas.

(s) *Restricted or segregated lands.*—[illegible] included in this lease is embraced in a [illegible] for any particular purpose, to conduct [illegible] in conformity with such requirements as may be [illegible] the Director, Bureau of Land Management, [illegible] use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with [illegible] the land for the purpose of this lease which latter shall be regarded as the dominant use unless otherwise provided [illegible] stipulated.

(t) *Protection of vegetation, natural features, improvements.*—The lessee agrees to take such reasonable steps as may be needed to prevent operations on the leased area unnecessarily: (1) causing or contributing to soil erosion, damaging crops, including forage, and timber on Federal or non-Federal lands in the vicinity; (2) polluting streams and water; (3) damaging improvements owned by others; or (4) [illegible] other parties or the general public [illegible] lease, or at any other time prior thereto which is [illegible] Secretary of the Interior, or his delegate, to be necessary for the purpose of [illegible] and [illegible] and [illegible] and [illegible] and rehabilitate [illegible] and [illegible] and [illegible] and [illegible] and

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94205

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

anagement Agency *(name)*

BUREAU OF LAND MANAGEMENT
P. O. BOX 1869
ROCK SPRINGS, WY 82901

Address *(include zip code)*

Notwithstanding any provision of this lease to the ontrary, any drilling, construction, or other operation n the leased lands that will disturb the surface there- f or otherwise affect the environment, hereinafter alled "surface disturbing operation," conducted by ssee shall be subject, as set forth in this stipu- tion, to prior approval of such operation by the Area l and Gas Supervisor in consultation with appro- riate surface management agency and to such rea- onable conditions, not inconsistent with the purposes r which this lease is issued, as the Supervisor may quire to protect the surface of the leased lands and e environment.

Prior to entry upon the land or the disturbance of e surface thereof for drilling or other purposes, ssee shall submit for approval two (2) copies of a ap and explanation of the nature of the anticipated ctivity and surface disturbance to the District Engi- er or Area Oil and Gas Supervisor, as appropriate, and ill als furnish the appropriate surface management gency named above, with a copy of such map nd expl nation.

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)

Form 3106-[redacted]
(February [illegible])
FACSIMILE REPRODUCTION by Tallack & Inc., Denver-266-1681

[redacted]ED STATES
DEPART[illegible]NT OF THE INTE[illegible]
BUREAU OF LAND MANAGEMENT

FORM [redacted]/ED
OMB N[illegible]1596

Serial No. W 53833

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

Joseph S. Sprinkle
P. O. Box 6483
Cherry Creek Station
Denver, CO 80206

[illegible] July 13 [illegible]29 8:00 A.M.
and recorded [illegible] BOOK 610
at request of Lou J. Yost COUNTY CLERK
[illegible] COUNTY [illegible] WYOMING
by Deputy [illegible]

The undersigned, as owner of 100 percent of record title of the above-designated oil and gas lease issued effective (*date*) MAR 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*)

T. 36 N., R. 110 W., 6th Prin. Mer., Sublette County, WY
Sec. 8: E½, E½W½
Sec. 9: N½NE¼, SW¼NE¼, W½, S½SE¼

containing 1,000.00 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.*) 1/2 of 1% (One half of one per cent)

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (*Percentage only.*) NONE

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 15th day of January, 19 76

Jean Binks
(Assignor's Signature)

3050 S. Fairfax
(Assignor's Address)

Jean Binks

Denver (City) CO (State) 80222 (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective APR 1 1976 By [illegible]
(Authorized Officer)

[illegible]ted, Oil &
[illegible] (Title)

MAY 5 1976
(Date)

Note: [illegible] in accordance with the provisions of 43 CFR 3106.

FOR CLAIMANT

610

PART II

ASSIGNEE'S REQUEST FOR APPROVAL ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is [XX] Individual [ ] Municipality [ ] Association [ ] Corporation
4. Assignee is the sole party in interest in this assignment *(information as to interests of other parties in this assignment must be furnished as prescribed in Specific Instructions)*
5. Filing fee of $10 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

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 MAR 12 1976 , 19

Joyce A. Brooks
(Assignee's Signature)

P.O. Box 6483, Cherry Creek Sta.
Denver, CO 80206
(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 15th day of January, 19 76, personally appeared Jean Binks

and

..., to 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

GENERAL INSTRUCTIONS

1. *Use of form* – Use only for assignment of record title interest in oil and gas leases. *Do not use for assignments of working or royalty interests, operating agreements, or subleases.* An assignment of record title may only cover lands in *one* lease. If more than one assignment is made out of a lease, file a seperate instrument of transfer with *each* assignment.

2. *Filing and number of copies* – File three (3) completed and manually signed copies in appropriate land office. A $10 nonrefundable filing fee *must* accompany assignment. File assignment within ninety (90) days *after* date of final execution.

3. *Effective date of assignment* – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers.

4. *Overriding royalties or payments out of production* – Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. *Effect of Assignment* – Approval of assignment of a definitely described portion of the leased lands creates seperate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with *all* lease terms and conditions, including timely payment of annual rental and maintenance of any required bond, except 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]

1178
178R

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
City
State
Zip Code

Rita Short
597 Little Silver Point Rd.
Little Silver, NJ 07739

W 60566
(Serial Number)

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: State: **Wyoming** County: **Sublette**

T 37 N, R 109 W, 6th Prin Mer
Sec 28: E½, E½W½
29: E½SW¼, SE¼
33: E½, SW¼NW¼
T 36 N, R 110 W
Sec 2: Lots 1, 2, 3, SE¼NW¼

U. S. Geological Survey reports lands in lease were not within a known Geologic Structure on SEP 19 1977

Containing a total of **1178.24** acres	Annual Rental . . . . . $ **1179.00**

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

THE UNITED STATES OF AMERICA

By Glenn W. Jones
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

SEP 22 1977
(Date)

095321

RECORDED July 13 1979 8:00 A M
IN BOOK 57 R&S 612
FEES $14.00 Lois J Yube
SUBLETTE County Pinedale

612

FOR CLAIMANT

Sec. 1. *Right of lessee.*—The lessee is granted the exclusive right and [redacted] drill for, mine, extract, remove, and dispose of all [redacted] as deposits, except helium gas, in the lands leased, 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 protec[redacted] of the owners of surface rights. In lieu of any of the bon[redacted] described herein, the lessee may [redacted] e such other bond as the regulations may permit.

(b) C[redacted]*ive or unit plan.*—Within 30 days of demand, er, if the [redacted]sed land is committed to an approved unit or cooperative pla[redacted] and such plan is terminated prior to the expiration of this lea[redacted] within 30 days of demand made thereafter, to subscribe to [redacted]d to operate under such reasonable cooperative or unit plan [redacted]r the development and operation of the area, field, or pool, or [redacted]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 $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 (b)(ii) above.

Royalty on production.—(1) To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Contracts for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

(h) *Well record.*—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acc[redacted] record of all subsurface investigations affecting sa[redacted] to furnish them, or copies thereof, to the lesso[redacted] All information obtained under this paragraph [redacted] est of lessee shall not be open to inspection by [redacted] 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, conservation of gas, and safety of workmen.*—To exercise reasonable diligence in drilling and producing the wells herein provided for unless relieved to suspend operations temporarily as granted by the lessor; to carry on all operations in accordance with approved methods and practices as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was based before abandoning the same, to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost: *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) *Taxes and wages; freedom of purchase.*—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) *Equal Opportunity clause.*—During the performance of this contract the lessee agrees as follows:

(1) *Equal Opportunity clause.*—During the performance of this lease, the lessee agrees as follows:

The lessee will not discriminate against any employee or applicant for employment because of race, 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, 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 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.

(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, color, religion, sex, 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 this Equal Opportunity 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. 11246 of September 24, 1965, as amended, 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, 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.

(6) 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.

(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, as amended, 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 [redacted] 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 of [redacted] lease, or at any other ti[redacted] when required and to the extent deemed necessa[redacted] to fill any pits, ditches and other excavations, re[redacted] debris, and so far as reasonably possible, restore the surface of the leased land and access roads to their former condition, including the removal of structures as and if required. The lessor may prescribe the steps to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic value.* When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

(r) *Overriding royalties.*—Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(s) *Deliver premises in cases of forfeiture.*—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

Sec. 3. The lessor reserves:

(a) *Easements and rights of way.*—The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) *Disposition of surface.*—The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) *Monopoly and fair prices.*—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) *Helium.*—Pursuant to Section 1 of the act as amended, the ownership of helium and the right to extract or have it extracted from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If the lessor elects to take the helium, the lessee shall deliver all or any portion of gas containing the same to the lessor, in the manner required by the lessor, at any point on the leased premises, or, if the area is served at the time of production by a gas-gathering system owned or operated by the lessee, at any point in that system specified by the lessor, for extraction of the helium by such means as the lessor may provide. The residue shall be returned to the lessee, with no substantial delay in the delivery of the gas produced from the well to the owner or purchaser thereof. Save for the value of the helium extracted, the lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. The lessor reserves the right to erect, maintain, and operate any and all reduction works necessary for extraction of helium on the leased premises. The lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that the lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold, and that the lessor may take the gas from a pipeline carrier or any other gas gathering system and extract the helium and return the gas to the owner thereof, without delay other than that caused by the extraction process; save for the value of the helium, the owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the rights of the lessor.

(e) *Taking of royalties in kind.*—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 to 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.

614

94206

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)	Address (include zip code)
FOREST SUPERVISOR BRIDGER-TETON NATIONAL FOREST FOREST SERVICE BUILDING JACKSON, WY 83001	

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.

[redacted] [redacted] [redacted]

rm 3109–3
une 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

STIPULATION FOR LANDS UNDER JURISDICTION OF DEPARTMENT OF AGRICULTURE*

e lands embraced in this lease or permit being under the jurisdiction of the Secretary of Agriculture, the lessee or rmittee hereby agrees:

) To conduct all operations authorized by this lease permit with due regard for good land management. t to cut or destroy timber without first obtaining rmission from the authorized representative of the cretary of Agriculture, and to pay for all such timber t or destroyed at the rates prescribed by such representative; to avoid unnecessary damage to improvements, ber, crops, or other cover; unless otherwise authord by the Secretary of Agriculture, not to drill any ll, carry on operations, make excavations, construct nels, drill, or otherwise disturb the surface of the ds within 200 feet of any building standing on the ds and whenever required, in writing, by the authored representative of the Secretary of Agriculture to ce or fill all sump holes, ditches, and other exvations, remove or cover all debris, and so far as sonably possible, restore the surface of the lands their former condition, including the removal of ructures as and if required, and when required by such presentative to bury all pipelines below plow depth

) To do all in his power to prevent and suppress rest, brush, or grass fires on the lands and in their cinity, and to require his employees, contractors, bcontractors, and employees of contractors or subntractors to do likewise Unless prevented by rcumstances over which he has no control, the lessee permittee shall place his employees, contractors, bcontractors, and employees of contractors and subntractors employed on the lands at the disposal f any authorized officer of the Department of griculture for the purpose of fighting forest, brush, grass fires on or originating on the lands or on djacent areas or caused by the negligence of the ssee or permittee or his employees, contractors, bcontractors and employees of contractors and subntractors, with the understanding that payment for uch services shall be made at rates to be determined 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 ith leases and permits issued under the Acts of ebruary 25, 1920, as amended (30 U.S.C. 181 *et seq.*), August 7, 1947 (30 U.S.C. 351 *et seq.*), February 7, 1927, s amended (30 U.S.C. 281 *et seq.*), April 17, 1926, as amended (30 U.S.C. 271 *et seq.*), June 28, 1944 (58 Stat. 483–485); 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).

615

xercise of the privileges authorized by this lease or ermit, and shall maintain such fire tools at his headuarters or at the appropriate location on the lands as e deemed necessary by such representative.

) In the location, design, construction, and maintenance of all authorized works, buildings, plants, terways, roads, telegraph or telephone lines, pipenes, reservoirs, tanks, pumping stations, or other ructures or clearance, the lessee or permittee hall do all things reasonably necessary to prevent reduce to the fullest extent scarring and erosion of lands, pollution of the water resources and any mage to the watershed. Where construction, operaon, or maintenance of any of the facilities on or nnected with this lease or permit causes damage to watershed or pollution of the water resources, the ssee or permittee agrees to repair such damage and take such corrective measures to prevent further llution or damage to the watershed as are deemed cessary by the authorized representative of the retary of Agriculture.

If in the opinion of the authorized representative of Secretary of Agriculture, the lands are valuable for tershed protection, the lessee or permittee shall proe for control of surface runoff and return the affected ea to as productive condition as practicable.

To pay the lessor or permitter or his tenant or the face owner or his tenant, as the case may be, for 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 from lessee's or permittee's operations under this lease permit.

To recognize existing uses and commitments, in form of Department of Agriculture grazing, timber tting, and special use pe mits, water developments, tch, ro , trail, pipeline, telephone line, and fence hts-of- ay and other similar improvements, and to nduct s operations so as to interfere as little as sible with the rights and privileges granted by these mits or with other existing uses.

(7) To install and maintain cattle guards to prevent the assage 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 autor tive and other equipment.

(8) If lessee or permittee shall construct any camp on the lands, such camp shall be located at a place approved by the authorized epresentative of the Secretary of Agriculture, and such representative shall have authority to require that such camp be kept in a neat and sanitary condition.

(9) To comply with all federally-approved rules and regulations of the Secretary of Health, Education, and Welfare governing the emission of pollutants into the air from activities which are embraced in this lease or permit.

(10) 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.

(11) 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.

(12) To address all matters relating to this stipulation to

FOREST SUPERVISOR
at BRIDGER-TETON NF
FOREST SERVICE BUILDING
JACKSON, WY 83001

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.

(Signature of Lessee)

GPO 850-292

SURFACE OCCUPANCY STIPULATION

1. Lessee agrees not to enter upon the lease area or disturb the surface for exploration or drilling purposes until either:

(a) An inventory of archeological, paleontological, and historical sites is made by the surface management agency or its designated representative, or

(b) Lessee has made or caused to be made an inventory of all archeological, paleontological, and historical sites in those areas of the lease subject to development, occupancy, or surface disturbance. The survey must be made by a qualified archeologist acceptable to the surface management agency and the results of this survey provided to the surface management agency. Costs of this survey will be borne by the lessee. After inventory by either lessee's archeologist or the surface management agency reasonable conditions of use will be prepared to protect the sites or salvage objects of antiquity in accordance with the Antiquities Act of June 8, 1906 (34 Stat. 225; 16 USC 431), and the Historical Sites Act of August 21, 1935 (49 Stat. 666; 16 USC 461-467). Costs of salvage of artifacts will be borne by the lessee and all objects of antiquity salvaged will remain the property of the U.S. Government.

2. No occupancy of the surface in the following areas is authorized by this lease. The lessee may employ directional drilling to develop the oil and gas resources under these areas, provided that such drilling or other works will not disturb the surface area or otherwise interfere with their use by the surface management agency. The areas to be excluded from surface occupancy unless specifically approved in the operating plan are:

(a) Within 500 feet on either side of the centerline of any and all roads and/or highways within the lease area.

(b) Within 200 feet on either side of the centerline of any and all designated trails within the lease area.

(c) Within 500 feet of the normal high waterline of any and all streams, lakes, ponds, and reservoir located within the lease area.

(d) Within 400 feet of any and all springs within the lease area.

(e) Within 400 feet of any improvements either owned, permitted, leased, or otherwise authorized by the surface management agency.

[redacted] [redacted] [redacted]

CW-702 (D 7/..

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management

Oil and Gas Lease WYOMING

Serial No. 53833

ASSIGNMENT OF UNITED STATES
OIL AND GAS LEASE

THIS AGREEMENT, dated the 17th day of January, 19 79, by and between

JOSEPH S. SPRINKLE

, whose address is P.O. Box 6483,

I nver, Colorado 80206 hereinafter called "Assignor," and CHEVRON U.S.A. INC.,

hereinafter called "Assignee," whose address is P.O. Box 599, Denver, Colorado 80201

WITNESSETH:

WHEREAS, pursuant to an offer filed with the Bureau of Land Management, there was issued under date of March 1, 1976, a United States Oil and Gas Lease now bearing the above serial number and covering land in Sublette County, State of Wyoming, including the following described land, hereinafter referred to as "said land":

Township 36 North, Range 110 West, 6th P.M.
Section 8: E½, E½W½
Section 9: N½NE¼, SW¼NE¼, W½, S½SE¼

Containing 1,000.00 acres, more or less,

175342

Recorded: July 23 1979 8:00 A M
Book 353 Page 618
Fee $ 10.00 Kenneth Yoder
SUBLETTE
by Dorothy Thurs

and,

WHEREAS, Assignor desires to sell and assign, as hereinafter provided, to Assignee the above described lease insofar as said lease covers said land:

NOW THEREFORE:

In consideration of the sum of Ten and More---------- Dollars ($ 10.00 & More) paid by Assignee to Assignor, receipt of which is hereby acknowledged, and in consideration of the performance by the parties hereto of the agreements and covenants hereinafter set forth, Assignor does hereby grant, bargain, sell, convey, transfer, set over and assign to Assignee the above described United States Oil and Gas Lease insofar as said lease covers said land, to have and to hold the same unto Assignee forever.

1. This Agreement shall cover and relate to any lease issued pursuant to the offer hereinabove referred to, and any renewals, modifications or extensions of said lease, and any lease issued in lieu thereof, and any relief, exchange, consolidated or other character of lease issued as the result thereof to the Assignor for said land, or any part thereof, under an Act of Congress heretofore or hereafter enacted. The term "said lease" as hereafter used, shall refer to any such lease hereinabove described.

2. As to said land, Assignor warrants that Assignor is the sole and absolute owner of said lease, and that said lease is not subject to cancellation or termination for any cause, and is not subject to any prior sale, option, assignment, operating agreement, royalty, rental, financial burden restriction, condition or obligation of any kind or character other than those set forth in Paragraph 6 or imposed by the United States Government by law, regulation, or the term of such lease, and in addition thereto Assignor agrees to protect Assignee against any expense, loss or damage arising as a result of either such cancellation or termination or any claims or rights asserted by, through, or under the Assignor; provided, however, the liability of Assignor shall not be greater than the consideration paid by Assignee for this assignment and any option heretofore in effect as to said land between the parties hereto.

3. Assignee hereby accepts this assignment and agrees to be bound and abide by all of the terms, conditions and covenants of said lease.

4. Assignee may surrender said lease to the United States as to all or any part of the land affected thereby without incurring any liability whatsoever to Assignor, provided that prior to the making of any such surrender, Assignee shall deposit in the United States Mail as certified mail with return receipt requested addressed to Assignor, a notice of Assignee's proposed surrender. Assignor shall have thirty (30) days from the depositing of such notice by Assignee within which to elect to take and receive a reassignment of said Oil and Gas Lease as to the land proposed to be surrendered. If Assignee shall, within said thirty (30) day period, receive notice in writing from Assignor that Assignor has elected to take an assignment of said lease as to said land proposed to be surrendered, Assignee shall execute and deliver to Assignor in triplicate a proper reassignment of the rights and interests hereby assigned as to the land so specified in Assignee's notice of intention to surrender. Failure of Assignor to notify Assignee within said thirty (30) day period, of Assignor's election to take a reassignment, shall be deemed to constitute Assignor's consent to said proposed surrender.

If, having taken any reassignment of said lease as to any land, Assignor shall fail, for a period of thirty (30) days following the delivery of said reassignment to him, to file said reassignment with the Bureau of Land Management for approval, together with a proper showing of the qualification of Assignor to receive said reassignment and hold a lease on said reassigned land, Assignee may, notwithstanding said reassignment, surrender to the United States said lease as to the land so reassigned.

Assignor shall be responsible for all rentals and royalties becoming due with respect to said lease as to any reassigned land from and after thirty (30) days from the date Assignee deposits any notice of proposed surrender in the United States Mails, but Assignee shall pay all rentals and royalties becoming due prior thereto, provided, however, Assignee shall not be liable for its failure to pay or the improper payment of any rental or royalty so long as it has acted in good faith.

Notwithstanding any other provision herein contained, either express or implied, Assignee's obligations under this Paragraph 4 shall cease and terminate sixty (60) days prior to the end of the primary term of said lease.

5. If the authority having the power to grant approval shall refuse to approve this assignment, Assignor agrees to execute such other or further instrument or instruments transferring to Assignee the rights hereinabove set forth, or the equivalent thereof, as may be acceptable to said authority.

6. (A) Assignee hereby agrees to account for and pay to Assignor, (as an overriding royalty) on or before the 20th day of each month, on the sale value or net proceeds received by Assignee from oil and gas produced from said land, or, in the event said land or a portion thereof is included in any co-operative or unit, communitization, or other production or development plan, from oil and gas allocated to said land or to a portion thereof under said plan:

1. A sum representing the "sale value" as hereinafter defined of 4½ % of all oil produced from, or allocated to, said land or to a portion thereof, and saved and marketed during the preceding calendar month; and

2. A sum representing 4½ % of the net proceeds received by Assignee from the sale of all gas produced from, or allocated to, said land or to a portion thereof and saved and marketed during the preceding calendar month.

provided, that no such payments shall be made or shall accrue upon any oil or gas used for operating, developing, or production purposes upon said land or any land included therewith in any co-operative or unit, communitization, or other production or development plan, or unavoidably lost, and no sums shall be payable upon gas used for recycling or repressuring operations benefiting said land. In the event Assignee shall elect to pay compensatory royalties to the United States in lieu of drilling, Assignee agrees to pay and Assignor agrees to accept payment for Assignor's share of the sale value of oil and the fair market value at the well of gas computed on the same amount of oil and gas as that on which compensatory royalty to the United States is paid. The term "sale value" as applied to oil under the provisions hereof shall mean: (a) the price for which Assignee sells Assignee's oil produced from the same field, less any costs of marketing such oil as crude, including costs of handling, transportation to point of sale, treating unmerchantable oil to render it merchantable as crude and other applicable costs; or (b) in the event that Assignee does not sell such oil as crude, the fair market value, prevailing in the field where such oil is produced, for oil of like character, gravity, and quality. Assignor agrees to pay or to reimburse Assignee for a percentage of any and all taxes levied upon the mineral rights in said land and upon the severance or production or sale of oil and gas extracted therefrom, equivalent to Assignor's percentage of the sale value and net proceeds, as above set forth.

The undersigned agree that the obligation to pay any overriding royalties or other 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.

(B) Assignor hereby excepts overriding royalties previously reserved by instruments reflecting same which are of record either in the county in which the assigned lands are situated or in the appropriate office of the Bureau of Land Management, which overriding royalties amount to 1/2 of 1 % and which shall not reduce any payment due Assignor pursuant to (A) above.

(C) Any overriding royalty reserved or sold from said lease by Assignor or a predecessor in title in addition to the overriding royalties set forth above in (A) or (B) shall be computed as a part of and deducted from the 4½ % overriding royalty referred to above in (A).

7. In connection with operations for the production of oil and gas or either of them, Assignee may at any time or times pool or unitize the overriding royalty reserved to Assignor under paragraph 6 (A), insofar as said overriding royalty affects the land covered hereby, in whole or in part, as to any stratum or strata, with other lands and leases in the same area or field so as to constitute a unit or units whenever, in Assignee's judgment, necessary or advisable to comply with a law, rule, order or regulation of a governmental authority having jurisdiction, to reduce or prevent economic waste, to protect correlative rights, or to promote, encourage or accomplish the conservation of natural resources, by filing for record an instrument so declaring subject to the following. (a) Units formed to establish or comply with an orderly or uniform well spacing pattern for the production of oil or gas shall not exceed 80 acres if for the production of oil and shall not exceed 640 acres if for the production of gas, plus a tolerance of 10% in each instance, except that if the governmental authority having jurisdiction by appropriate rule, order or regulation prescribes or permits or, based on prior action of the applicable governmental authorities, may reasonably be expected to prescribe or permit units of a larger size, the unit or units may be increased to the maximum so prescribed or permitted or so reasonably expected to be prescribed or permitted; (b) Units formed to accomplish a cycling, pressure maintenance, repressuring or secondary recovery program, or any other cooperative or unit plan of development or operation involving multiple wells must be approved by the governmental authority having jurisdiction and shall allocate to the portion of said land included in any such unit a fractional part of production from any part of such unit on one of the following bases: (i) the ratio between the quantity of recoverable production allocable to the portion of said land included in such unit and the total of all recoverable production allocable to such unit; or (ii) such other basis as may be approved by the governmental authority having jurisdiction thereof. Any such unit so established may be enlarged to include acreage believed to be productive or may be diminished by excluding acreage believed to be nonproductive and, in the absence of current production therefrom, any such unit may be abolished and dissolved by filing for record an instrument so declaring. Instruments filed for record hereunder shall be filed in the public notice records of the county in which the land is situated. Upon production from any part of any such unit, Assignor herein shall be entitled to the overriding royalty to be paid to Assignor pursuant to paragraph 6.(A).

8. No change of ownership in the interests of Assignor hereunder shall be binding on Assignee until after notice thereof to Assignee and Assignee has been furnished with the written transfer or assignment, or a certified copy thereof, and such change of ownership shall have received any approval required under any applicable law or regulation.

9. No implied covenants shall be read into this agreement requiring Assignee to drill or to continue drilling upon said land, or fixing the measure of diligence therefor. Nothing herein contained shall be deemed to obligate Assignee to produce, sell or otherwise dispose of oil or gas from said land.

10. Nothing herein contained shall be construed as being in any manner in derogation of any of the terms, conditions of provisions of the Act of Congress under and by virtue of which said lease is issued, or of any regulations of the Department of the Interior of the United States lawfully promulgated thereunder; but, on the contrary, this agreement shall in all particulars be deemed amenable to reformation to eliminate or modify any portions thereof found to be in contravention of the provisions of said Act or such regulations or against public policy, and, except as to the provisions so eliminated, shall remain in full force and effect as so modified.

11. All of the covenants, stipulations and obligations hereof shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, executors, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

Joseph S. Sprinkle — Assignor

Spouse of Assignor

STATE OF COLORADO
COUNTY OF _____ } ss.

On this _____ day of _____, 19 79, before me, the undersigned, a Notary Public in and for said county, personally appeared JOSEPH S. SPRINKLE

_____, known to me to be the identical person ___ described in and who executed the within and foregoing instrument, and acknowledged to me that HE executed the same as his free and voluntary act and deed for the purpose and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires _____

Notary Public, Signature

Address of Notary

Notary Print, Typ Stamp Name

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

REQUEST FOR APPROVAL OF ASSIGNMENT

Chevron U.S.A., Inc., Assignee herein, accepts and hereby requests approval of the foregoing Assignment Agreement and certifies as follows:

1. Assignee is a California corporation whose qualifications to hold United States Oil and Gas Leases are on file with the Bureau of Land Management, Washington, D.C., under Serial B.L.M. 066100.

2. 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 State in which the lands subject hereto are located.

3. Assignee is the sole party in interest in this assignment.

4. A filing fee in the amount of $10.00 is remitted herewith.

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 1st day of January, 19 79.

Chevron U.S.A., Inc.,

By _____
Assistant Secretary

STATE OF COLORADO
COUNTY OF ARAPAHOE } ss.

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared E. O. HENSLEY

_____ to me personally known, who being by me duly sworn did say that he, with the capacity designated by his signature on the document to which this certificate is attached, is an officer or agent, of Chevron U.S.A., Inc., a corporation organized and existing under and by virtue of the laws of the State of California, and that he as such officer or agent and in such capacity being authorized by its Bylaws and/or Board of Directors so to do, signed, sealed, executed and acknowledged before me the foregoing instrument on behalf of said Corporation as his voluntary act and deed and the voluntary act and deed of said Corporation for the uses, purposes and consideration therein expressed and contained by signing the name of the Corporation by him as such officer or agent and that the seal, if any, affixed to said instrument is the Corporate seal of said Corporation, and he further acknowledges to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal of office on this the 19th day of January, 19 79.

My commission expires,

My commission expires Jan. 8, 1982

Notary Public

Assignment approved as to the lands described ~~below:~~ 2 & 3

~~SAME LAND DESCRIPTION AS ITEM 2~~

Assignment approved effective FEB 1 1979

By _____
(Authorized Officer)

Chief, Oil & Gas Section

(Title)

FEB 9 1979

(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions of this sheet of both sides of the official form in accordance with the provisions of 43 CFR 3106.

Claimant

Claimant

320

CW-702 (D 7/74)

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UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management

Oil and Gas Lease WYOMING

Serial No. 60566

ASSIGNMENT OF UNITED STATES
OIL AND GAS LEASE

THIS AGREEMENT, dated the 9th day of January, 19 79, by and between

RITA SHORT

whose address is 597 Little Silver Point

07739

Road, Little Silver, New Jersey hereinafter called "Assignor" and CHEVRON U.S.A. INC.,

hereinafter called "Assignee," whose address is P. O. Box 599, Denver, Colorado 80201

WITNESSETH

WHEREAS, pursuant to an offer filed with the Bureau of Land Management, there was issued under date of October 1, 1977, a United States Oil and Gas Lease now bearing the above serial number and covering land in Sublette County, State of Wyoming, including the following described land, hereinafter referred to as "said land":

Township 37 North, Range 109 West
Section 28: E½, E½W½
Section 29: E½SW¼, SE¼
Section 33: E½, SW¼NW¼

Township 36 North, Range 110 West
Section 2: Lots 1, 2, 3, SE¼NW¼

Containing 1,178.24 acres, more or less,

RECORDED July 13 1979 8:00 A.M.
IN BOOK 57 Misc P. 621
Fee $8.00 Lou J. Yake COUNTY CLERK
Deputy

125343

and,

WHEREAS, Assignor desires to sell and assign, as hereinafter provided, to Assignee the above described lease insofar as said lease covers said land:

NOW THEREFORE

In consideration of the sum of Ten and More---------- Dollars ($ 10.00 & More) paid by Assignee to Assignor, receipt of which is hereby acknowledged, and in consideration of the performance by the parties hereto of the agreements and covenants hereinafter set forth, Assignor does hereby grant, bargain, sell, convey, transfer, set over and assign to Assignee the above described United States Oil and Gas Lease insofar as said lease covers said land, to have and to hold the same unto Assignee forever.

1. This Agreement shall cover and relate to any lease issued pursuant to the offer hereinabove referred to, and any renewals, modifications or extensions of said lease, and any lease issued in lieu thereof, and any relief, exchange, consolidated or other character of lease issued as the result thereof to the Assignor for said land, or any part thereof, under an Act of Congress heretofore or hereafter enacted. The term "said lease" as hereafter used, shall refer to any such lease hereinabove described.

2. As to said land, Assignor warrants that Assignor is the sole and absolute owner of said lease, and that said lease is not subject to cancellation or termination for any cause, and is not subject to any prior sale, option, assignment, operating agreement, royalty, rental, financial burden, restriction, condition or obligation of any kind or character other than those set forth in Paragraph 6 or imposed by the United States Government by law, regulation, or the term of such lease, and in addition thereto Assignor agrees to protect Assignee against any expense, loss or damage arising as a result of either such cancellation or termination or any claims or rights asserted by, through, or under the Assignor; provided, however, the liability of Assignor shall not be greater than the consideration paid by Assignee for this assignment and any option heretofore in effect as to said land between the parties hereto.

3. Assignee hereby accepts this assignment and agrees to be bound and abide by all of the terms, conditions and covenants of said lease.

4. Assignee may surrender said lease to the United States as to all or any part of the land affected thereby without incurring any liability whatsoever to Assignor, provided that prior to the making of any such surrender, Assignee shall deposit in the United States Mail as certified mail with return receipt requested addressed to Assignor, a notice of Assignee's proposed surrender. Assignor shall have ~~thirty~~ forty-five (45) days from the depositing of such notice by Assignee within which to elect to take and receive a reassignment of said Oil and Gas Lease as to the land proposed to be surrendered. If Assignee shall, within said ~~thirty~~ forty-five (45) day period, receive notice in writing from Assignor that Assignor has elected to take an assignment of said lease as to said land proposed to be surrendered, Assignee shall execute and deliver to Assignor in triplicate a proper reassignment of the rights and interests hereby assigned as to the land so specified in Assignee's notice of intention to surrender. Failure of Assignor to ~~thirty~~ forty-five (45) days after receipt at Assignor's election to take a reassignment, shall be deemed to constitute Assignor's consent to said proposed surrender.

If, having taken any reassignment of said lease as to any land, Assignor shall fail, for a period of ~~thirty~~ forty-five (45) days following the delivery of said reassignment to him, to file said reassignment with the Bureau of Land Management for approval, together with a proper showing of the qualification of Assignor to receive said reassignment and hold a lease on said reassigned land, Assignee may, notwithstanding said reassignment, surrender to the United States said lease as to the land so reassigned.

Assignor shall be responsible for all rentals and royalties becoming due with respect to said lease as to any reassigned land from and after thirty (30) days from the date Assignee deposits any notice of proposed surrender in the United States Mails, but Assignee shall pay all rentals and royalties becoming due prior thereto, provided, however, Assignee shall not be liable for its failure to pay or the improper payment of any rental or royalty so long as it has acted in good faith.

Notwithstanding any other provision herein contained, either express or implied, Assignee's obligations under this Paragraph 4 shall cease and terminate sixty (60) days prior to the end of the primary term of said lease.

5. If the authority having the power to grant approval shall refuse to approve this assignment, Assignor agrees to execute such other or further instrument or instruments transferring to Assignee the rights hereinabove set forth, or the equivalent thereof, as may be acceptable to said authority.

6. (A) Assignee hereby agrees to account for and pay to Assignor, (as an overriding royalty) on or before the 20th day of each month, on the sale value or net proceeds received by Assignee from oil and gas produced from said land, or, in the event said land or a portion thereof is included in any co-operative or unit, communitization, or other production or development plan, from oil and gas allocated to said land or to a portion thereof under said plan,

1. A sum representing the "sale value" as hereinafter defined of 5 % of all oil produced from, or allocated to, said land or to a portion thereof, and saved and marketed during the preceding calendar month, and

2. A sum representing 5 % of the net proceeds received by Assignee from the sale of all gas produced from, or allocated to, said land or to a portion thereof and saved and marketed during the preceding calendar month.

[redacted] provided, that no such payments shall be made or shall accrue [redacted] oil or gas used for operating, developing, or [redacted] purposes upon said land or any land included therewith in any cooperative or unit, communitization, or other production or development plan, or unavoidably lost, and no sums shall be payable upon gas used for recycling or repressuring operations benefiting said land. In the event Assignee shall elect to pay compensatory royalties to the United States in lieu of drilling, Assignee agrees to pay and Assignor agrees to accept payment for Assignor's share of the sale value of oil and the fair market value at the well of gas computed on the same amount of oil and gas as that on which compensatory royalty to the United States is paid. The term "sale value" as applied to oil under the provisions hereof shall mean (a) the price for which Assignee sells Assignee's oil produced from the same field, less any costs of marketing such oil as crude, including costs of handling, transportation to point of sale, treating unmerchantable oil to render it merchantable as crude and other applicable costs, or (b) in the event that Assignee does not sell such oil as crude the fair market value, prevailing in the field where such oil is produced, for oil of like character, gravity, and quality. Assignor agrees to pay or to reimburse Assignee for a percentage of any and all taxes levied upon the mineral rights in said land and upon the severance or production or sale of oil and gas extracted therefrom, equivalent to Assignor's percentage of the sale value and net proceeds, as above set forth.

The undersigned agree that the obligation to pay any overriding royalties or other 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.

(B) Assignor hereby excepts overriding royalties previously reserved by instruments reflecting same which are of record either in the county in which the assigned lands are situated or in the appropriate office of the Bureau of Land Management, which overriding royalties amount to -0- % and which shall not reduce any payment due Assignor pursuant to (A) above.

(C) Any overriding royalty reserved or sold from said lease by Assignor or a predecessor in title in addition to the overriding royalties set forth above in (A) or (B) shall be computed as a part of and deducted from the 5 % overriding royalty referred to above in (A).

7. In connection with operations for the production of oil and gas or either of them, Assignee may at any time or times pool or unitize the overriding royalty reserved to Assignor under paragraph 6 (A), insofar as said overriding royalty affects the land covered hereby, in whole or in part, as to any stratum or strata, with other lands and leases in the same area or field so as to constitute a unit or units whenever, in Assignee's judgment, necessary or advisable to comply with a law, rule, order or regulation of a governmental authority having jurisdiction, to reduce or prevent economic waste, to protect correlative rights, or to promote, encourage or accomplish the conservation of natural resources, by filing for record an instrument so declaring subject to the following: (a) Units formed to establish or comply with an orderly or uniform well spacing pattern for the production of oil or gas shall not exceed 80 acres if for the production of oil and shall not exceed 640 acres if for the production of gas, plus a tolerance of 10% in each instance, except that if the governmental authority having jurisdiction by appropriate rule, order or regulation prescribes or permits or, based on prior action of the applicable governmental authorities, may reasonably be expected to prescribe or permit units of a larger size, the unit or units may be increased to the maximum so prescribed or permitted or so reasonably expected to be prescribed or permitted; (b) Units formed to accomplish a cycling, pressure maintenance repressuring or secondary recovery program or any other cooperative or unit plan of development or operation involving multiple wells must be approved by the governmental authority having jurisdiction and shall allocate to the portion of said land included in any such unit a fractional part of production from any part of such unit on one of the following bases: (i) the ratio between the quantity of recoverable production allocable to the portion of said land included in such unit and the total of all recoverable production allocable to such unit; or (ii) such other basis as may be approved by the governmental authority having jurisdiction thereof. Any such unit so established may be enlarged to include acreage believed to be productive or may be diminished by excluding acreage believed to be nonproductive and, in the absence of current production therefrom, any such unit may be abolished and dissolved by filing for record an instrument so declaring. Instruments filed for record hereunder shall be filed in the public notice records of the county in which the land is situated. Upon production from any part of any such unit, Assignor herein shall be entitled to the overriding royalty to be paid to Assignor pursuant to paragraph 6.(A).

8. No change of ownership in the interests of Assignor hereunder shall be binding on Assignee until after notice thereof to Assignee and Assignee has been furnished with the written transfer or assignment or a certified copy thereof, and such change of ownership shall have received any approval required under any applicable law or regulation.

9. No implied covenants shall be read into this agreement requiring Assignee to drill or to continue drilling upon said land, or fixing the measure of diligence therefor. Nothing herein contained shall be deemed to obligate Assignee to produce, sell or otherwise dispose of oil or gas from said land.

10. Nothing herein contained shall be construed as being in any manner in derogation of any of the terms, conditions of provisions of the Act of Congress under and by virtue of which said lease is issued, or of any regulations of the Department of the Interior of the United States lawfully promulgated thereunder, but, on the contrary, this agreement shall in all particulars be deemed amenable to reformation to eliminate or modify any portions thereof found to be in contravention of the provisions of said Act or such regulations or against public policy, and, except as to the provisions so eliminated, shall remain in full force and effect as so modified.

11. All of the covenants, stipulations and obligations hereof shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, executors, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

Rita Short
Rita Short — Assignor

_____
Spouse of Assignor

[illegible]
STATE OF NEW JERSEY
COUNTY OF [illegible] } ss.

On this 22nd day of January, 19 79, before me, the undersigned, a Notary Public in and for said county, personally appeared RITA SHORT

_____, known to me to be the identical person ___ described in and who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the purpose and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires _____
Notary Public, Signature

[illegible]
Address of Notary

_____
Type or Print, Type or Stamp Name

L-23

REQUEST FOR APPROVAL OF ASSIGNMENT

Chevron U.S.A., Inc., Assignee herein, accepts and hereby requests approval of the foregoing Assignment Agreement and certifies as follows:

1. Assignee is a California corporation whose qualifications to hold United States Oil and Gas Leases are on file with the Bureau of Land Management, Washington, D.C., under Serial B.L.M. 066100.

2. 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 State in which the lands subject hereto are located.

3. Assignee is the sole party in interest in this assignment.

4. A filing fee in the amount of $10.00 is remitted herewith.

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 24th day of January, 19 79.

Chevron U.S.A. Inc.,

By E. O. Hensley
Assistant Secretary

STATE OF COLORADO
COUNTY OF ARAPAHOE } ss.

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared R. O. HENSLEY to me personally known, who being by me duly sworn did say that he, with the capacity designated by his signature on the document to which this certificate is attached, is an officer or agent, of Chevron U.S.A., Inc., a corporation organized and existing under and by virtue of the laws of the State of California, and that he as such officer or agent and in such capacity being authorized by its Bylaws and/or Board of Directors so to do, signed, sealed, executed and acknowledged before me the foregoing instrument on behalf of said Corporation as his voluntary act and deed and the voluntary act and deed of said Corporation for the uses, purposes and consideration therein expressed and contained by signing the name of the Corporation by him as such officer or agent and that the seal, if any, affixed to said instrument is the Corporate seal of said Corporation, and he further acknowledges to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal of office on this the 24th day of January, 19 79.

My commission expires

My commission expires Jan. 8, 1983

Lynn L. Curtis
Notary Public

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ABOVE

Assignment approved effective FEB 1 1979

By Odessa W. Lane
(Authorized Officer)
Chief, Oil & Gas Section
(Title)

FEB 16 1979
(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

Original

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

Betty Daniels
P. O. Box 171
Broadus, MT 59317

W 45229
(Serial Number)

authorized officer.

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: State: **Wyoming** County: **Sublette**

T 36 N, R 109 W, 6th Prin Mer

Sec 27: W½
28: E½
34: E½, NW¼

lands in
Geologic
issuance

Containing a total of **1120.00** acres	Annual Rental . . . . . $ **560.00**

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: JUN 1 1974

THE UNITED STATES OF AMERICA

175:14

By _____
(Signature of Signing Officer)

Chief, Oil &
Gas Section
(Title)

May 20, 1974
(Date)

RECORDED July 13 AD 19 8:00 AM
IN BOOK 52 Misc PAGE 624
FEES $20.00 Lou J Yahn (COUNTY CLERK)
SUBLETTE COUNTY, PINEDALE WYOMING
by Dorothy M. Lewis

624

FOR CLAIMANT

6025

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 or provisions of said agreement to govern the lands covered thereby 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 all current regulations and until such bond is filed not to enter the land under this lease. (2) To maintain any bond furnished by 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 a deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease unless a bond in this amount is already being maintained or unless such a bond shall be filed by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein the lessee may file such other bond as the regulations may permit.

(b) *Cooperative or unit plan.*—Within 30 days of demand, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable 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 credited into different funds than are those of this lease; or in lieu thereof, with the consent of the Director of the Geological Survey, to compensate the lessor monthly for the estimated loss of royalty through such 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 lands or portions thereof may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties on amounts or value of production removed or sold from the leased lands as follows:

(a) 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.

(ii) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(A) 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, $3 per acre or fraction of an acre.

(B) 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

(C) Commencing with the lease year beginning 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. After part of 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 subparagraphs (a) above

(b) *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 comparable 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.

(c) 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 and as 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 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.

(d) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms provided herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor or to the order of the Bureau of Land Management at the depository designated in the regulation 43 CFR 3102.2. If there is a well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Contracts for disposal of products.*—To file with the 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 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 all operations conducted thereunder, and reports with respect to [redacted] development, operations, and costs.

(h) *Records.*—To keep a daily drilling record, a log and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands and an acceptable record of all subsurface investigations affecting said lands, and to furnish copies or copies thereof, to the lessor when required. All information obtained under this paragraph upon the request of the lessee shall be kept 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 by the lessor from any such inspection upon the request of the lessee shall be kept open to inspection by the public until the expiration of the lease.

(j) *Conservation.*—To exercise reasonable diligence in drilling and producing the wells herein provided for, and to conduct operations diligently as granted by the lessor, 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, damage to deposits or formations containing oil and gas or water, coal measures or other mineral deposits, the preservation of gas energy for the production 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 the 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 the lessee's control.

(k) *Taxes.*—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 leased property or assets of the lessee, to accord all workmen and employees complete freedom of purchase and to pay all wages for 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 said 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*, 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) *Equal opportunity for veterans and handicapped.*—As required by applicable law, to file for approval by the lessor any instrument executed by the lessee made of this lease or any interest therein, the terms of which provide for compliance by subcontractors, assignees, operating or royalty sublessees with the requirements and obligations of the lessee under this lease within 90 days from the date of final execution thereof.

(n) *Preference for domestic coal, oil, and gas.*—If owner of a controlling interest in any pipeline or any company operating the same which may be operated accessible to oil or gas derived from lands under this lease, purchaser of such products to purchase at reasonable rates and without discrimination, the oil or gas of the United States 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 in violation of the provisions of the act of August 7, 1947 (61 Stat. 913; 30 U.S.C. 351).

(o) *Lands to be 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 declared to be for the purpose of reserving to the United States the deposits of oil and gas, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) *Restricted or reservation lands.*—If any of the land included in this lease is embraced in a withdrawal 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 by statute stipulated.

(q) *Preservation of surface, natural conditions, 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 range, 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) [redacted] damaging or removing fossils, historic or prehistoric [redacted] and upon any partial or [redacted] relinquishment [redacted] or at any other [redacted] the extent [redacted]

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 premises on surrender or 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 or the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. The lessor reserves the right to erect, maintain, and operate any and all reduction works necessary for extraction of helium on the leased premises. The lessee further agrees to include in any contract or sale of gas from the lands subject to this lease provisions setting forth that the lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold, and that the lessor may take the gas from a pipeline carrier or any other gas gathering system and extract the helium and return the gas to the owner thereof, without delay other than that caused by the extraction process; save for the value of the helium, the owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to 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) *Purchase.*—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 leases.*—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 6. *Removal of materials, etc., on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90 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 producing or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancelation and forfeiture shall not prevent the cancelation and forfeiture of this lease for any other cause of cancelation and forfeiture, or for the same cause occurring at any other time.

Sec. 8. *Heirs and successors-in-interest.*—It is further covenanted 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 interests.*—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 [redacted] Regulations [redacted] Part 7 [redacted] 43 U.S. [redacted] and form a part of this

[redacted] [redacted] [redacted]

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)*

Survey
59
82601

anagement Agency *(name)*

FOREST SUPERVISOR
BRIDGER-TETON NATIONAL FOREST
FOREST SERVICE BUILDING
JACKSON, WY 83001

Address *(include zip code)*

Notwithstanding any provision of this lease to the ontrary, any drilling, construction, or other operation n the leased lands that will disturb the surface there- or otherwise affect the environment, hereinafter lled "surface disturbing operation," conducted by ssee shall be subject, as set forth in this stipu- tion, to prior approval of such operation by the Area l and Gas Supervisor in consultation with appro- iate surface management agency and to such rea- onable conditions, not inconsistent with the purposes r which this lease is issued, as the Supervisor may quire to protect the surface of the leased lands and e environment.

Prior to entry upon the land or the disturbance of e surface thereof for drilling or other purposes, ssee shall submit for approval two (2) copies of a ap and explanation of the nature of the anticipated ctivity and surface disturbance to the District Engi- eer or Area Oil and Gas Supervisor, as appropriate, and ill also furnish the appropriate surface management gency named above, with a copy of such map nd 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

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Form 310 -3
June 197)

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.*); June 28, 1944 (58 Stat. 483–485); 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 th[redacted]ges authorized by this lease or permit, and sh[redacted]ain 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) If in the opinion of the authorized representative of the Secretary of Agriculture, the lands are valuable for watershed protection, the lessee or permittee shall provide for control of surface runoff and return the affected area to as productive condition as practicable.

5) 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; and 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.

6) 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.

[redacted] install and maintain cattle guards [redacted] at the passage of livestock in any openings made [redacted] gates 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.

(8) 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.

(9) To comply with all federally-approved rules and regulations of the Secretary of Health, Education, and Welfare governing the emission of pollutants into the air from activities which are embraced in this lease or permit.

(10) 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.

(11) 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.

(12) 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.

(Signature of Lessee)

* U.S. Government Printing Office: 1973-784-258/2220 Region 8

SUPPLEMENTAL STIPULATION TO
STIPULATION FOR LANDS UNDER JURISDICTION OF DEPARTMENT OF AGRICULTURE

OIL AND GAS LEASES

To be attached to and made a part of Form 3109-3.

A. Before beginning of any clearing, construction, or operations, including access and work road location and construction, the lessee shall prepare a "Lessee Surface Management Operating Plan." This plan should be prepared after consultation with the District Ranger or Rangers in whose District the work will be done. The final plan shall be submitted in triplicate to the Forest Supervisor, *Bridger* National Forest, for final approval at least six weeks before any operations are to be commenced under the plan. Such approval will be conditioned on reasonable requirements needed to prevent soil erosion, water pollution, and unnecessary damages to the surface vegetation and other resources of the United States and to provide for the restoration of the land surface and vegetation. The plan shall contain all such provisions as the Forest Service may deem necessary to maintain proper management of the lands and resources within the operating area and must be in harmony with the provisions of the National Environmental Policy Act of 1969 and the Environmental Quality Act of 1970 as amended.

Where appropriate, depending upon the location and type of operation, the Forest Supervisor may require the plan to contain, but not be limited to, the following items:

1. The location, construction specifications, maintenance program, and estimated use by the lessee, his employees, and agents, of all access and work roads.

2. The exact location and extent of any and all areas on which there will be surface disturbance during the operations, including a suitable map or aerial photograph which shows topographic, cultural, and drainage features involved.

3. The methods to be used in the operations, including disposal of waste material.

4. The size and type of equipment to be used in the operation.

5. The capacity, size, character, standards of construction, and location of all structures and facilities to be constructed.

6. Typical profiles of cuts and fills of all areas to be graded for the installation of structures and facilities.

7. The location and size of areas upon which vegetation will be destroyed and/or soil laid bare and the steps which will be taken to prevent and control soil erosion thereon, including but not limited to the proposed program for rehabilitation and revegetation of these disturbed lands both during and upon cessation of operations.

8. The steps which will be taken to prevent water pollution.

9. The name, address, and telephone number of the lessee, and of the designated field representative of lessee who will be responsible for operations under the lease.

10. The character, amount, and time of use of explosives or fire, including safety precautions which will be taken during their use.

11. Forest user, permitted livestock and fish and wildlife protection.

If later operations require departure from or additions to the approved plan, these revisions or amendments, together with justification statement for proposed revisions, will be submitted to the District Ranger for approval of the Forest Supervisor at least six weeks before operations under the proposed revision or amendment are to begin.

If in the judgment of the Forest Supervisor later exploration work or other developments require modification of an approved plan, the Forest Supervisor may require the operator to make reasonable revisions or amendments thereunder in accordance with the foregoing principles.

Any and all operations conducted in advance of approval of an original, revised, or amended operating plan, or which are not in accord with an approved plan, constitute a violation of the terms of this lease and the Forest Service reserves the right to close down the operation until such corrective action, as is deemed necessary, is taken by the lessee.

B. Upon abandonment, relinquishment, termination, or cancellation of this lease, the lessee shall, within 90 days, remove all its structures and improvements unless otherwise agreed in writing or in this lease. If the lessee fails to remove all such structures or improvements within such period, they shall become the property of the United States, but the lessee shall not thereby be relieved of liability for the cost of their removal and for restoration of the site.

C. To guarantee the successful rehabilitation and revegetation of abandoned operating areas, as provided for in the "Lessee Surface Management Operating Plan," paragraph (A) above, the Forest Service is agreeable to the reduction of lease or operator bonds provided in the basic lease to which this supplement is attached to an amount necessary to cover the estimated cost of rehabilitation and revegetation as determined by the Forest Service, providing, that the lessee

has otherwise satisfied the conditions of this lease and the United States Geological Survey and the Bureau of Land Management have approved such a reduction.

In lieu of bond, the lessee may upon mutual agreement with the Forest Supervisor deposit cooperative funds sufficient to cover the cost of rehabilitating and revegetating abandoned operating areas. When such funds have been deposited, the Forest Supervisor shall notify the United States Geological Survey that the requirements of the Forest Service have been satisfied, providing that all other conditions of the lease which concern the Forest Service have been satisfied.

D. Lessee shall not use the land embraced within this lease for purposes other than the exercise of the rights conferred by this lease.

E. The provisions of these stipulations shall be binding upon any successors, sublessees, or assignees of lessee, to the same extent as upon the original lessee, provided, however, that no sublease or assignment shall operate to relieve lessee of his obligations hereunder incurred prior to such sublease or assignment.

F. When American antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performance of this lease, the items or conditions will be left intact and the discovery will be immediately brought to the attention of the Forest Supervisor.

G. In addition to areas that may be specified by special stipulations and made part of this lease, no occupancy of the surface of the following areas is authorized by this lease. The lessee is, however, authorized to employ directional drilling to develop the mineral resources under these areas provided that such drilling or other works will not disturb the surface area or otherwise interfere with their use by the Forest Service. It is understood and agreed that the use of these areas for National Forest purposes is superior to any other use. The minimum areas to be excluded from direct drilling occupancy are:

1. Within 500 feet on either side of the centerline of any and all roads and/or highways within the lease areas.

2. Within 200 feet on either side of the centerline of any and all Forest Service trails within the lease area.

3. Within 500 feet of the normal highwater line of any and all lakes, ponds, and reservoirs located within the lease area.

4. Within 500 feet of the normal highwater line of any and all streams in the area.

[redacted] [redacted] [redacted] 9425

The distances in subparagraphs 1, 2, 3, and 4 immediately above may be reduced when specifically agreed to in the operating plan, see paragraph (a).

5. Within 400 feet of any and all springs within the lease area.

6. Within 400 feet of any improvements either owned, permitted, leased, or otherwise authorized by the Forest Service.

_____

Lessee

PRINTED BY W[redacted] TING, INC., 511 16th ST. [redacted] 222 DENVER CO 80[redacted] 1681

[redacted]

Form 3106–5
(February 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No. [illegible]

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

175345

RECORDED July 13 1978 8:00 A.
IN BOOK 4 PAGE 633
FEE $ 4.00 Lois Jake COUNTY CLERK
SUBLETTE WYOMING
by Dorothy McEntire

CHEVRON U.S.A., INC.
Box 599
Denver, Colorado 80201

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective *(date)* June 1, 1974, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment *(43 CFR 3101.2–3)*

Township 36 North, Range 109 West, 6th P.M.
Sec. 27: W/2
Sec. 28: E/2
Sec. 34: E/2, NW/4

Containing 1120 acres, more or less, located in Sublette County, Wyoming.

SEE ATTACHED REASSIGNMENT RIDER

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* 100%

4. What part of the record title interest is being retained by assignor(s)? None

5a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of General Instructions; specify percentage.)* Five Percent (5%) ORRI

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 January, 19 79.

R K Cramer
(Assignor's Signature)

R. K. CRAMER

1140 Petroleum Club Bldg.
(Assignor's Address)

Denver, Colorado 80202
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 2

Assignment approved effective MAR 1 1979

By Thomas M. Lane
(Authorized Officer)
Chief, Oil & Gas Section
(Title)

MAR 8 1979
(Date)

NOTE: This form may be reproduced provided that copies are exact in accordance with the provisions of 43 CFR 3106. Instructions on one sheet of both sides of this official form FOR CLAIMANT

633

W34

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

Qualifications are on file with the Bureau of Land Management, Washington, D.C. under Serial BLM 066100

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 $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 12th day of **February**, 19 **79**

CHEVRON U.S.A. INC.

By _____
(Assignee's Signature)

Assistant Secretary

CHEVRON U.S.A. INCORPORATED FEBRUARY 1937

P.O. Box 599, Denver, CO 80201
(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 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

RIDER

Assignee may surrender said lease to the United States as to all or any part of the land affected thereby without incurring any liability whatsoever to Assignor, provided that prior to the making of any such surrender, Assignee shall deposit in the United States Mail as certified mail with return receipt requested addressed to Assignor, a notice of Assignee's proposed surrender. Assignor shall have ~~sixty (60)~~ forty-five (45) days from the depositing of such notice by Assignee within which to elect to take and receive a reassignment of said Oil and Gas Lease as to the land proposed to be surrendered. If Assignee shall, within said ~~sixty (60)~~ forty-five (45) day period, receive notice in writing from Assignor that Assignor has elected to take an assignment of said lease as to said land proposed to be surrendered, Assignee shall execute and deliver to Assignor in triplicate a proper reassignment of the rights and interests hereby assigned as to the land so specified in Assignee's notice of intention to surrender. Failure of Assignor to notify Assignee within said ~~thirty (30)~~ forty-five (45) day period, of Assignor's election to take a reassignment, shall be deemed to constitute Assignor's consent to said proposed surrender.

If, having taken any reassignment of said lease as to any land, Assignor shall fail, for a period of ~~thirty (30)~~ forty-five (45) days following the delivery of said reassignment to him, to file said reassignment with the Bureau of Land Management for approval, together with a proper showing of the qualification of Assignor to receive said reassignment and hold a lease on said reassigned land, Assignee may, notwithstanding said reassignment, surrender to the United States said lease as to the land so reassigned.

Assignor shall be responsible for all rentals and royalties becoming due with respect to said lease as to any reassigned land from and after ~~sixty (60)~~ forty-five (45) days from the date Assignee deposits any notice of proposed surrender in the United States Mails, but Assignee shall pay all rentals and royalties becoming due prior thereto; provided, however, Assignee shall not be liable for its failure to pay or the improper payment of any rental or royalty so long as it has acted in good faith.

Notwithstanding any other provision herein contained, either express or implied, Assignee's obligations under the preceding three (3) paragraphs shall cease and terminate sixty (60) days prior to the end of the primary term of said lease.

In connection with operations for the production of oil and gas or either of them, Assignee may at any time or times pool or unitize the overriding royalty reserved to Assignor under this assignment, insofar as said overriding royalty affects the land covered hereby, in whole or in part, as to any stratum or strata, with other lands and leases in the same area or field so as to constitute a unit or units whenever, in Assignee's judgment, necessary or advisable to comply with a law, rule, order or regulation of a governmental authority having jurisdiction, to reduce or prevent economic waste, to protect correlative rights, or to promote, encourage or accomplish the conservation of natural resources, by filing for record an instrument so declaring subject to the following. (a) Units formed to establish or comply with an orderly or uniform well spacing pattern for the production of oil or gas shall not exceed 80 acres if for the production of oil and shall not exceed 640 acres if for the production of gas, plus a tolerance of 10% in each instance, except that if the governmental authority having jurisdiction by appropriate rule, order or regulation prescribes or permits or, based on prior action of the applicable governmental authorities, may reasonably be expected to prescribe or permit units of a larger size, the unit or units may be increased to the maximum so prescribed or permitted or so reasonably expected to be prescribed or permitted; (b) Units formed to accomplish a cycling, pressure maintenance, repressuring or secondary recovery program, or any other cooperative or unit plan of development or operation involving multiple wells must be approved by the governmental authority having jurisdiction and shall allocate to the portion of said land included in any such unit a fractional part of production from any part of such unit on one of the following bases: (i) the ratio between the quantity of recoverable production allocable to the portion of said land included in such unit and the total of all recoverable production allocable to such unit; or (ii) such other basis as may be approved by the governmental authority having jurisdiction thereof. Any such unit so established may be enlarged to include acreage believed to be productive or may be diminished by excluding acreage believed to be nonproductive and, in the absence of current production therefrom, any such unit may be abolished and dissolved by filing for record an instrument so declaring. Instruments filed for record hereunder shall be filed in the public notice records of the county in which the land is situated. Upon production from any part of any such unit, Assignor herein shall be entitled to the overriding royalty herein provided to be paid to Assignor on only that fractional part of unit production allocated to that part of the land covered hereby which is included in such unit.

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared E. O. HENSLEY to me personally known, who being by me duly sworn did say that he, with the capacity designated by his signature on the document to which this certificate is attached, is an officer or agent, of Chevron U.S.A. Inc., a corporation organized and existing under and by virtue of the laws of the State of California, and that he as such officer or agent and in such capacity being authorized by its Bylaws and/or Board of Directors so to do, signed, sealed, executed and acknowledged before me the foregoing instrument on behalf of said Corporation as his voluntary act and deed and the voluntary act and deed of said Corporation for the uses, purposes and consideration therein expressed and contained by signing the name of the Corporation by him as such officer or agent and that the seal, if any, affixed to said instrument is the Corporate seal of said Corporation, and he further acknowledges to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal of office on this the 12th day of February, 1979.

My commission expires:
My commission expires Jan. 8, 1983

Notary Public

CW-741-1(D 6/7)

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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 **Gus Carras**
Street **P. O. Box 15383**
City, State, Zip Code **South Salt Lake City, UT 84115**

W 46974
(Serial Number)

...ation by the Geo-
...ds
...ct by the

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: State: **Wyoming** County: **Sublette**

T 36 N, R 109 W, 6th Prin Mer

Sec 8: W½, SE¼
16: W½NW¼, N½SW¼, SE¼SW¼
17: N½NE¼, SE¼NE¼
21: W½NE¼, E½W½, SE¼
28: E½NW¼

...lands in
...Geologic
Structure on date of lease issuance

Containing a total of **1280.00** acres | Annual Rental . . . . . $ **640.00**

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: SEP 1 1974

THE UNITED STATES OF AMERICA

By [signature]
(Signature of Signing Officer)

Chief, Oil &
Gas Section
(Title)

September 20, 1974
(Date)

195376

RECORDED July 13 1979 8:00 AM
BOOK 57 O & G 636
FEES $22.00 Lois J Yahn CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

[redacted] [redacted] [redacted] AIMANT

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, 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 or the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) *Bonds.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter upon the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000 on the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $10,000 with approved corporate surety or the deposit of United States bonds as surety therefor, conditioned for compliance with the terms of this lease, unless a bond in such amount is already being maintained or unless such a bond executed 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 such bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) *Operation of unit plan.*—Within 30 days of demand, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) *Drilling.*—(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 distributable to different funds than are those of this lease, or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor for each month for the estimated loss of royalty through such failure in the amount determined by said Director. (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior, and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties on amounts or value of production removed or sold from the leased lands as follows:

(a) *Rentals.*—To pay the lessor in advance an annual rental at the following rates:

(i) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(a) for each lease year a rental of 50 cents per acre or fraction of an acre.

(ii) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(a) 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.

(b) 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.

(b) *Royalties.*—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor at the end 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, a minimum royalty of $1 per acre. 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 subparagraphs (a) and (b) above.

(c) *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 necessary, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Payments of 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 order to do so in order to promote development, or because the lease cannot be successfully operated under the terms provided herein.

(e) *Payments.*—Unless otherwise directed by the Secretary, to make rental, royalty or other payments to the proper office of the Bureau of Land Management as the regulation 43 CFR 3102.2 if there are no leased lands capable of producing oil or gas in paying quantities, or failure to pay rental on or before the due date automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office is not open to receive payment is closed, payment shall be timely if made on the next official working day.

(f) *Reports as to production.*—To file with the Supervisor of the Geological Survey not later than [redacted] 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 lands. *Provided*, That if any such contract or other arrangement shall be oral, a complete statement of the provisions, including, but not limited to, provisions relating to royalty, waste, taking royalty oil in kind, the method of computing royalties due as based on market quotation and in accordance with the Oil and Gas Operating Regulations.

(g) *Records and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed from the lease, the proceeds therefrom, and the [redacted] for production purposes of the leased lands or sold, investments, depreciation and other excavations, removal of 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.

(h) *Avoidance of royalties.*—Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(i) *Deliver premises on cancellation or 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 use 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) *Disposal 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) *Monopolize and fix 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 on 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. *Property and [redacted] 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 hereunder 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 [redacted] 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. *[redacted]*—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, United States Code, relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

638

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Form 3109–3
(June 1971)

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.*); June 28, 1944 (58 Stat. 483–485); 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).

xercise of t[redacted]leges authorized by this lease o
ermit, and s[redacted]ntain such fire tools at his head-
uarters or at the appropriate location on the lands as
re deemed necessary by such representative.

) In the location, design, construction, and mainte-
nce of all authorized works, buildings, plants,
terways, roads, telegraph or telephone lines, pipe-
es, reservoirs, tanks, pumping stations, or other
ructures or clearance, the lessee or permittee
all do all things reasonably necessary to prevent
reduce to the fullest extent scarring and erosion of
e land, pollution of the water resources and any
mage to the watershed. Where construction, opera-
n, or maintenance of any of the facilities on or
nnected with this lease or permit causes damage to
watershed or pollution of the water resources, the
ssee or permittee agrees to repair such damage and
take such corrective measures to prevent further
llution or damage to the watershed as are deemed
cessary by the authorized representative of the
cretary of Agriculture.

) If in the opinion of the authorized representative of
Secretary of Agriculture, the lands are valuable for
tershed protection, the lessee or permittee shall pro-
le for control of surface runoff and return the affected
ea to as productive condition as practicable.

) 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
wner or their tenants harmless from all damage or
aims for damage to persons or property resulting from
e lessee's or permittee's operations under this lease
permit.

) To recognize existing uses and commitments, in
form of Department of Agriculture grazing, timber
tting, and special use permits, water developments,
tch, road, trail, pipeline, telephone line, and fence
ghts-of-way and other similar improvements, and to
nduct his operations so as to interfere as little as
ssible with the rights and privileges granted by these
rmits or with other existing uses.

[redacted]To install and maintain cattle guard[redacted]ent the
age of livestock in any openings m[redacted]ces 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.

(8) 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 Secre-
tary of Agriculture, and such representative shall have
authority to require that such camp be kept in a neat
and sanitary condition.

(9) To comply with all federally-approved rules and
regulations of the Secretary of Health, Education, and
Welfare governing the emission of pollutants into the
air from activities which are embraced in this lease
or permit.

(10) 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.

(11) 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 ap-
pointed, the lessee or permittee shall immediately so
inform the said representative.

(12) To address all matters relating to this stipulation
to

[redacted]
at [redacted]
[redacted]
[redacted]WY 83001

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.

(Signature of Lessee)

* U.S. Government ..nting Office: 1973-784-258/2220 Region 8

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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

...agement Agency *(name)*

FOREST SUPERVISOR
BRIDGER-TETON NATIONAL FOREST
FOREST SERVICE BUILDING
JACKSON, WY 83001

Address *(include zip code)*

Notwithstanding any provision of this lease to the ...ntrary, any drilling, construction, or other operation ... the leased lands that will disturb the surface thereof or otherwise affect the environment, hereinafter ...lled "surface disturbing operation," conducted by ...ssee shall be subject, as set forth in this stipu...tion, to prior approval of such operation by the Area ...l and Gas Supervisor in consultation with appro...iate surface management agency and to such rea...nable conditions, not inconsistent with the purposes ...r which this lease is issued, as the Supervisor may ...quire to protect the surface of the leased lands and ...e environment.

Prior to entry upon the land or the disturbance of ...e surface thereof for drilling or other purposes, ...essee shall submit for approval two (2) copies of a ...ap and explanation of the nature of the anticipated ...ctivity and surface disturbance to the District Engi...eer or Area Oil and Gas Supervisor, as appropriate, and ...ill also furnish the appropriate surface management ...gency named above, with a copy of such map ...nd 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 699-358

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted] 942.1

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

STIPULATION FOR ROADLESS AREAS

Lands embraced in this lease have been inventoried as roadless and must be evaluated for their wilderness potential; therefore, the lessee may not occupy the surface of the following tract within the lease in a manner that will alter the wilderness character of the land, until an Environmental Statement is prepared and the propriety of surface occupancy is determined:

T. 36 N., R. 109 W.,
Sec. 8: W½, SE¼
Sec. 16: W½NW¼, N½SW¼, SE¼SW¼
Sec. 17: N½NE¼, SE¼NW¼
Sec. 21: E½NW¼, W½NE¼, E½SE¼, NW¼SE¼, NE¼SW¼

642

94216

SUPPLEMENTAL STIPULATION TO
STIPULATION FOR LANDS UNDER JURISDICTION OF DEPARTMENT OF AGRICULTURE

OIL AND GAS LEASES

To be attached to and made a part of Form 3109-3.

A. Before beginning of any clearing, construction, or operations, including access and work road location and construction, the lessee shall prepare a "Lessee Surface Management Operating Plan." This plan should be prepared after consultation with the District Ranger or Rangers in whose District the work will be done. The final plan shall be submitted in triplicate to the Forest Supervisor, *Bridger* National Forest, for final approval at least six weeks before any operations are to be commenced under the plan. Such approval will be conditioned on reasonable requirements needed to prevent soil erosion, water pollution, and unnecessary damages to the surface vegetation and other resources of the United States and to provide for the restoration of the land surface and vegetation. The plan shall contain all such provisions as the Forest Service may deem necessary to maintain proper management of the lands and resources within the operating area and must be in harmony with the provisions of the National Environmental Policy Act of 1969 and the Environmental Quality Act of 1970 as amended.

Where appropriate, depending upon the location and type of operation, the Forest Supervisor may require the plan to contain, but not be limited to, the following items:

1. The location, construction specifications, maintenance program, and estimated use by the lessee, his employees, and agents, of all access and work roads.

2. The exact location and extent of any and all areas on which there will be surface disturbance during the operations, including a suitable map or aerial photograph which shows topographic, cultural, and drainage features involved.

3. The methods to be used in the operations, including disposal of waste material.

4. The size and type of equipment to be used in the operation.

5. The capacity, size, character, standards of construction, and location of all structures and facilities to be constructed.

6. Typical profiles of cuts and fills of all areas to be graded for the installation of structures and facilities.

7. The location and size of areas upon which vegetation will be destroyed and/or soil laid bare and the steps which will be taken to prevent and control soil erosion thereon, including but not limited to the proposed program for rehabilitation and revegetation of these disturbed lands both during and upon cessation of operations.

8. The steps which will be taken to prevent water pollution.

9. The name, address, and telephone number of the lessee, and of the designated field representative of lessee who will be responsible for operations under the lease.

10. The character, amount, and time of use of explosives or fire, including safety precautions which will be taken during their use.

11. Forest user, permitted livestock and fish and wildlife protection.

If later operations require departure from or additions to the approved plan, these revisions or amendments, together with justification statement for proposed revisions, will be submitted to the District Ranger for approval of the Forest Supervisor at least six weeks before operations under the proposed revision or amendment are to begin.

If in the judgment of the Forest Supervisor later exploration work or other developments require modification of an approved plan, the Forest Supervisor may require the operator to make reasonable revisions or amendments thereunder in accordance with the foregoing principles.

Any and all operations conducted in advance of approval of an original, revised, or amended operating plan, or which are not in accord with an approved plan, constitute a violation of the terms of this lease and the Forest Service reserves the right to close down the operation until such corrective action, as is deemed necessary, is taken by the lessee.

B. Upon abandonment, relinquishment, termination, or cancellation of this lease, the lessee shall, within 90 days, remove all its structures and improvements unless otherwise agreed in writing or in this lease. If the lessee fails to remove all such structures or improvements within such period, they shall become the property of the United States, but the lessee shall not thereby be relieved of liability for the cost of their removal and for restoration of the site.

C. To guarantee the successful rehabilitation and revegetation of abandoned operating areas, as provided for in the "Lessee Surface Management Operating Plan," paragraph (A) above, the Forest Service is agreeable to the reduction of lease or operator bonds provided in the basic lease to which this supplement is attached to an amount necessary to cover the estimated cost of rehabilitation and revegetation as determined by the Forest Service, providing, that the lessee

has otherwise satisfied the conditions of this lease and the United States Geological Survey and the Bureau of Land Management have approved such a reduction.

In lieu of bond, the lessee may upon mutual agreement with the Forest Supervisor deposit cooperative funds sufficient to cover the cost of rehabilitating and revegetating abandoned operating areas. When such funds have been deposited, the Forest Supervisor shall notify the United States Geological Survey that the requirements of the Forest Service have been satisfied, providing that all other conditions of the lease which concern the Forest Service have been satisfied.

D. Lessee shall not use the land embraced within this lease for purposes other than the exercise of the rights conferred by this lease.

E. The provisions of these stipulations shall be binding upon any successors, sublessees, or assignees of lessee, to the same extent as upon the original lessee, provided, however, that no sublease or assignment shall operate to relieve lessee of his obligations hereunder incurred prior to such sublease or assignment.

F. When American antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performance of this lease, the items or conditions will be left intact and the discovery will be immediately brought to the attention of the Forest Supervisor.

G. In addition to areas that may be specified by special stipulations and to be part of this lease, no occupancy of the surface of the following areas is authorized by this lease. The lessee is, however, authorized to employ directional drilling to develop the mineral resources under these areas provided that such drilling or other works will not disturb the surface area or otherwise interfere with their use by the Forest Service. It is understood and agreed that the use of these areas for National Forest purposes is superior to any other use. The minimum areas to be excluded from direct drilling occupancy are:

1. Within 500 feet on either side of the centerline of any and all roads and/or highways within the lease areas.

2. Within 200 feet on either side of the centerline of any and all Forest Service trails within the lease area.

3. Within 500 feet of the normal highwater line of any and all lakes, ponds, and reservoirs located within the lease area.

4. Within 500 feet of the normal highwater line of any and all streams in the area.

The distances in subparagraphs 1, 2, 3, and 4 immediately above may be reduced when specifically agreed to in the operating plan, see paragraph (a).

5. Within 400 feet of any and all springs within the lease area.

6. Within 400 feet of any improvements either owned, permitted, leased, or otherwise authorized by the Forest Service.

_____

Lessee

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Form 3106–5
(February 1971)

U ED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42–R1599

Serial No.

LAND OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

Chevron U.S.A. Inc.
P.O. Box [illegible]
Denver, Colorado
201

1.

July 13 1978 8:00 A
646
CLER
NG

Dorothy Pitt Stone

The undersigned, as owner of [illegible] percent of record title of the above-designated oil and gas lease issued effective *(date)* 10-1-74, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. **Describe the lands affected by this assignment** *(43 CFR 3101.2–3)*

State: Wyoming
[illegible]
T. [illegible], R. [illegible],
Sec. 9: [illegible],
14: [illegible],
17: [illegible],
21: [illegible], S½
28: [illegible]

[illegible] acres

3. What part of assignor(s) record title interest is being conveyed to assignee? *(Give percentage or share)* [illegible]

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)*

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.

Attached: 15-day [illegible], [illegible], [illegible]

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 5 day of January, 19 7

Panos Investment Company

by Thomas G. Panos [illegible] Salt Lake City, Utah 84110
(Assignor's Signature) (Assignor's Address)

Thomas G. Panos, General Partner

(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 MAR 1 1979

By Thomas W. Bene
(Authorized Officer)
Chief, Oil & Gas Section

MAR 8 1979
(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] OIL & GAS F[redacted]
PETROLEUM INVESTMENT

[redacted]

FOR CLA[redacted]T

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age **Qualifications are on file with the Bureau of Land**
2. Assignee is a citizen of the United States **Management, Washington, D.C. under Serial BLM 066100.**
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 $25.00 is attached *(see Item 2 of General Instructions)*
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

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.

CHEVRON U.S.A. INC.

Executed this 12th day of February, 19 79

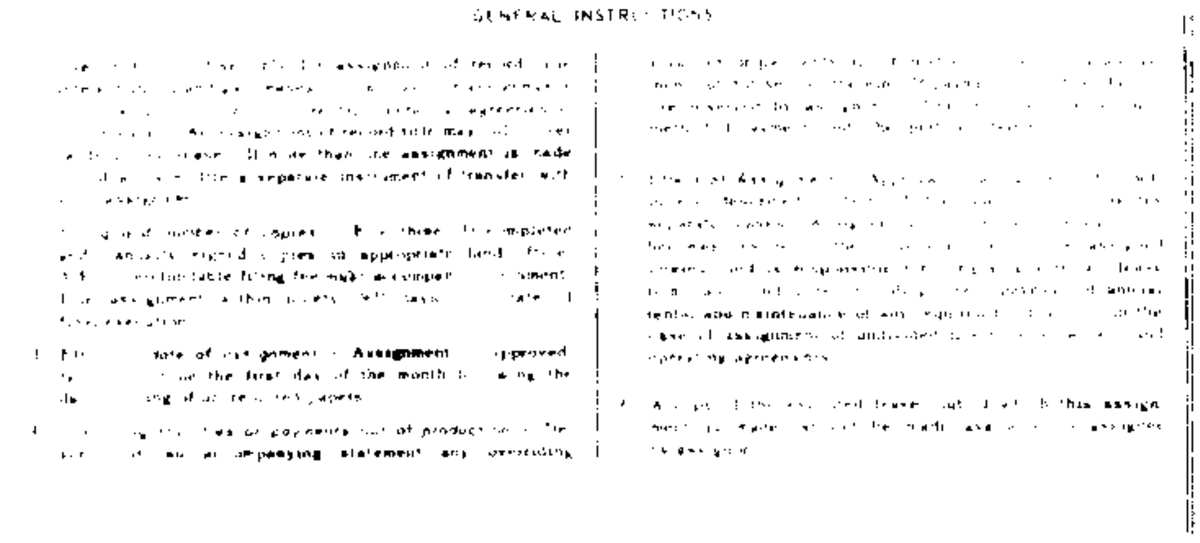
By _____
(Assignee's Signature)

Assistant Secretary

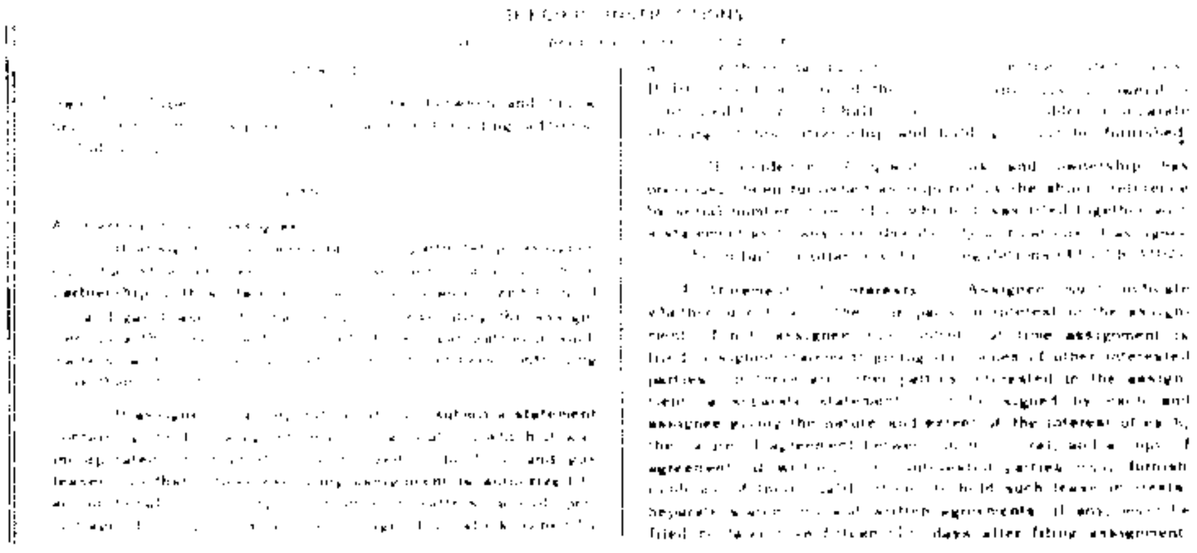
P.O. Box 599, Denver, CO 80201
(Address, include zip code)

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



SPECIFIC INSTRUCTIONS



STATE OF Utah
COUNTY OF Salt Lake } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned a Notary Public, in and for said County and State, on this _____ day of January, 19 79, personally appeared _____

Theodus G. Panos, General Manager Land Department

and _____

_____ to 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 8-17-80

_____
Notary Public

This form is submitted in lieu of official Form 3106-5 and contains all of the provisions thereof. The filing of this Assignment plus the acknowledgment below which is the only addition to Official Form 3106-5.

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RIDER

Assignee may surrender said lease to the United States as to all or any part of the land affected thereby without incurring any liability whatsoever to Assignor, provided that prior to the making of any such surrender, Assignee shall deposit in the United States Mail as certified mail with return receipt requested addressed to Assignor, a notice of Assignee's proposed surrender. Assignor shall have forty-five (45) days from the depositing of such notice by Assignee within which to elect to take and receive a reassignment of said Oil and Gas Lease as to the land proposed to be surrendered. If Assignee shall, within said forty-five (45) day period, receive notice in writing from Assignor that Assignor has elected to take an assignment of said lease as to said land proposed to be surrendered, Assignee shall execute and deliver to Assignor in triplicate a proper reassignment of the rights and interests hereby assigned as to the land so specified in Assignee's notice of intention to surrender. Failure of Assignor to notify Assignee within said forty-five (45) day period, of Assignor's election to take a reassignment, shall be deemed to constitute Assignor's consent to said proposed surrender.

If, having taken any reassignment of said lease as to any land, Assignor shall fail, for a period of forty-five (45) days following the delivery of said reassignment to him, to file said reassignment with the Bureau of Land Management for approval, together with a proper showing of the qualification of Assignor to receive said reassignment and hold a lease on said reassigned land, Assignee may, notwithstanding said reassignment, surrender to the United States said lease as to the land so reassigned.

Assignor shall be responsible for all rentals and royalties becoming due with respect to said lease as to any reassigned land from and after forty-five (45) days from the date Assignee deposits any notice of proposed surrender in the United States Mails, but Assignee shall pay all rentals and royalties becoming due prior thereto; provided, however, Assignee shall not be liable for its failure to pay or the improper payment of any rental or royalty so long as it has acted in good faith. Assignee's liability shall be limited to the amount paid as cash consideration for this lease.

Notwithstanding any other provision herein contained, either express or implied, Assignee's obligations under the preceding three (3) paragraphs shall cease and terminate sixty (60) days prior to the end of the primary term of said lease.

In connection with operations for the production of oil and gas or either of them, Assignee may at any time or times pool or unitize the overriding royalty reserved to Assignor under this assignment, insofar as said overriding royalty affects the land covered hereby, in whole or in part, as to any stratum or strata, with other lands and leases in the same area or field so as to constitute a unit or units whenever, in Assignee's judgment, necessary or advisable to comply with a law, rule, order or regulation of a governmental authority having jurisdiction, to reduce or prevent economic waste, to protect correlative rights, or to promote, encourage or accomplish the conservation of natural resources, by filing for record an instrument so declaring subject to the following: (a) Units formed to establish or comply with an orderly or uniform well spacing pattern for the production of oil or gas shall not exceed 80 acres if for the production of oil and shall not exceed 640 acres if for the production of gas, plus a tolerance of 10% in each instance, except that if the governmental authority having jurisdiction by appropriate rule, order or regulation prescribes or permits or, based on prior action of the applicable governmental authorities, may reasonably be expected to prescribe or permit units of a larger size, the unit or units may be increased to the maximum so prescribed or permitted or so reasonably expected to be prescribed or permitted; (b) Units formed to accomplish cycling, pressure maintenance, repressuring or secondary recovery program, or any other cooperative or unit plan of development or operation involving multiple wells must be approved by the governmental authority having jurisdiction and shall allocate to the portion of said land included in any such unit a fractional part of production from any part of such unit on one of the following bases: (i) the ratio between the quantity of recoverable production allocable to the portion of said land included in such unit and the total of all recoverable production allocable to such unit; or (ii) such other basis as may be approved by the governmental authority having jurisdiction thereof. Any such unit so established may be enlarged to include acreage believed to be productive or may be diminished by excluding acreage believed to be nonproductive and, in the absence of current production therefrom, any such unit may be abolished and dissolved by filing for record an instrument so declaring. Instruments filed for record hereunder shall be filed in the public notice records of the county in which the land is situated. Upon production from any part of any such unit, Assignor herein shall be entitled to the overriding royalty herein provided to be paid to Assignor only that fractional part of unit production allocated to that part of the land covered hereby which is included in such unit.

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared R. O. HENSLEY to me personally known, who being by me duly sworn did say that he, with the capacity designated by his signature on the document to which this certificate is attached, is an officer or agent, of Chevron U.S.A. Inc., a corporation organized and existing under and by virtue of the laws of the State of California, and that he as such officer or agent and in such capacity being authorized by its Bylaws and/or Board of Directors so to do, signed, sealed, executed and acknowledged before me the foregoing instrument on behalf of said Corporation as his voluntary act and deed and the voluntary act and deed of said Corporation for the uses, purposes and considerations therein expressed and contained by signing the name of the Corporation by him as such officer or agent and that the seal, if any, affixed to said instrument is the Corporate seal of said Corporation, and he further acknowledges to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my [illegible] seal of office on this the 12th day of February, 1979.

My commission expires:
My Commission expires Jan. 8, 1983

Notary Public

CW-741-1(D 6/7)

[redacted]

Form 3110–2
(September 1973)
(formerly 3120–19)

[redacted]

UNITED STATES
DEPARTMENT OF THE 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 **Leslie F. Dunlap**
Street **1204 Community Lane**
City, State, Zip Code **Midland, Texas 79701**

W 57098
(Serial Number)

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: State: **Wyoming** County: **Sublette**

T 36 N, R 110 W, 6th Prin Mer
Sec 2: Lot 4, SW¼NW¼, SW¼
Sec 4: Lots 1, 2, 3, 4, S½N½, S½
Sec 5: Lot 1, SE¼NE¼, NE¼SE¼, S½SE¼
Sec 11: Lots 3, 4, 5, NW¼, N½SW¼

T 37 N, R 110 W, 6th Prin Mer
Sec 21: N½NE¼
Sec 22: SE¼SE¼
Sec 34: SE¼NE¼, SE¼SE¼
Sec 35: N½NE¼, SE¼SE¼

U. S. Geological Survey reports lands [illegible] a known Geologic Structure on DEC 2 1976

Containing a total of **1606.44** acres	Annual Rental . . . . . $ 803.50

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: JAN 1 1977

THE UNITED STATES OF AMERICA

175348

By Edna F. Tuckett
(Signature of Signing Officer)

Acting Chief, Oil & [illegible] Section
(Title)

DEC 8 1976
(Date)

RECORDED Jan 13 '77 8:00 A.
BOOK 51 Lse
FEES $16.75 Land Yoke
SUBLETTE CO.
by Dorothy McClain

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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, telephone 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 and terms of this lease insofar as they are inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) *To file any bond required by this lease and maintain sufficient bond.* To file any bond required by this lease and current regulations and until such bond is filed not to enter upon the land until he has 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, before the commencement of any part of the leased land within the 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 is required by the lessor a bond in the penal sum of $10,000 with approved corporate surety, or deposit of United States bonds as surety therefor, conditioned for compliance with the terms of this lease, unless a bond in this amount is already being maintained or unless such a bond required by an operator of the lease is accepted. (5) Until a general lease bond is required 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. (6) In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) *Surrender or unit plan.*—Within 30 days of demand, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) *Diligence.*—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are payable to different funds than are those of this lease, or in lieu thereof, with the consent of the Director of the Geological Survey, to compensate the lessor monthly for 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 are authorized or sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased lands may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties at the rate specified or value of production removed or sold from the leased lands as follows:

To pay the lessor in advance an annual rental at the following rates:

If the lands are wholly outside the known geologic structure of a producing oil or gas field:

For each lease year a rental of 50 cents per acre or fraction of an acre.

If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

Beginning with the first lease year after 10 days' notice that all or part of the land is included in such a structure and for each year thereafter during such discovery of oil or gas on the leased land, $2 per acre or fraction of an acre.

If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Commencing with the lease year beginning after a discovery of oil or gas on the leased land, to pay the lessor 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, but if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (a) above.

(2) To pay the lessor 12½ percent in amount or value of the production removed or sold from the leased lands, to be determined in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

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 there is no well production, to the value determined by the Secretary after due notice and opportunity to be heard.

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 the lessor may be required by the lessor, but in no case shall the lessor be required to hold such royalty oil or other products in tanks 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 royalty products in storage from causes over which he has no control. 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 order to promote development, or 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 proper office in the order of the Bureau of Land Management at the address designated in the regulation 43 CFR 3102.2. If there is production on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Records for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 15 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 the terms of any such contract or other arrangement shall be consistent with, but not limited to, provisions relating to gas waste, taking royalty gas, and the method of computing royalties due as based on market value and in accordance with the Oil and Gas Operating Regulations.

(g) *Reports, 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 daily drilling record, a plat showing development work and improvements on the leased land, and reports with respect to development, and to keep a record of subsurface investments, depreciation, and such other and further information as the lessor may require with respect to the conduct of operations hereunder and the production and disposition of the substances removed therefrom.

(h) *Records.* To keep a daily drilling record and a complete information on all well surveys and tests and to furnish to the lessor or his representative a duplicate thereof, as soon as available, and to keep a complete and accurate record of all wells drilled on the leased lands, and all cores and samples taken therefrom, to the extent required. All information furnished under this paragraph upon the request of the lessee shall be kept open to inspection by the public unless otherwise provided for by the lessee.

(i) *Conservation.* To keep open at all reasonable times for the inspection of any duly authorized officer of the lessor, the leased lands 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 of such information made available to the lessor upon the request of the lessee shall be kept open to inspection by the public unless otherwise provided for by the lessee.

(j) *Prevention of waste.* To carry on all operations reasonably necessary to prevent waste of oil or gas or the entrance of water through the wells to the oil or gas sands or coal formations, and to plug properly and fully all wells before abandonment of the same, all operations to be conducted in accordance with approved methods and practices as provided by the lessor and the Secretary of the Interior having due regard for the prevention of waste of oil or gas, the preservation of the property, the health and safety of persons employed in the operations or who may be affected by them, and the prevention of damage to deposits of oil, gas, or coal not subject to this lease. Before any well is abandoned the lessee shall give notice to the lessor, who shall have 30 days thereafter within which to witness the plugging of the well. All wells shall be plugged in accordance with the requirements of any State or local law or regulation applicable thereto. Within 30 days after the plugging of any well, a complete report of the operations shall be made to the lessor. The lessee shall maintain adequate safeguards, barriers, and monuments to protect the premises and all deposits of oil, gas, coal, or other minerals in the land and in the strata penetrated by the wells from damage, loss, or waste, and shall clean up or dispose of all refuse and abandoned equipment on the premises in a manner satisfactory to the lessor. Prior to the abandonment of any well on the leased land, the lessee shall fill with cement or other approved material all strata down to the bottom of the hole or such other depth as may be directed by the lessor, shall remove all casing as directed by the lessor, and shall take measures as directed by the lessor to protect all deposits of oil, gas, coal, or other minerals in the strata above the bottom of the hole. Any well drilled to the land covered by this lease which is not used for operations under this lease within 30 days after it is drilled or for which operations are discontinued for more than 60 consecutive days, unless the lessee has secured the consent of the lessor to suspend operations for a longer period, shall be plugged and abandoned as directed by the lessor, and all casing shall be removed or cut off as directed by the lessor, except that no casing shall be removed or cut off from any well capable of producing oil or gas or of use in the conservation of the deposits or in the extraction of helium from any gas deposits. Within 90 days after the completion of operations, or such extension of that time as may be granted by the lessor, the lessee shall fill all sumps 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 to be taken and restoration of lands and improvements thereon which are or not owned by the United States. The lessor may prescribe the steps to be taken with respect to the leased lands and improvements thereon which are or not owned by the United States. 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 lessee or permittee(s) will be left undisturbed and immediately brought to the attention of the contracting officer or his authorized representative.

(k) *Not to create overriding royalties.* Not to create overriding royalties or payments of five per centum or more except as otherwise authorized by the lessor.

(l) *To deliver up premises.* To deliver up 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) *Rights-of-way and easements.* The right to permit for use of rights-of-way and 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 this lease, and the treatment and shipment of products thereof by or under authority of the lessor, or for other purposes.

(b) *Transportation.* The right to lease, sell, or otherwise dispose of the surface of the 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 conduct of any operations under such leases which will not unreasonably interfere with operations under this lease.

(c) *Regulations.* 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 12 of the act as amended, the lessee shall have the right to extract or have it extracted from all gas produced from the leased lands subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If the lessor elects to take helium, the lessee shall deliver all or any portion of gas containing the same to the lessor at the nearest reasonable point to the lessor's nearest of any point on the leased premises or, if the area is unitized at the point 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 are reasonably practicable. The residue gas shall be returned to the lessee with no substantial delay in the delivery of the gas produced from the wells to the point of 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 incurred solely by the requirement of the delivery of the gas to without 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 helium in the gas sold and that the lessor may take the gas for extraction of helium or may cause the gasoline and other hydrocarbons to be extracted from the gas by the owner thereof, without loss to the lessee other than that caused by the extraction process, and that the lessee or the owner will not suffer any diminution of the value of the gas from which helium has been extracted by reason of the extraction of helium, for which he is not reasonably compensated. Nothing arising from the requirement of the delivery of the gas to the lessor for the extraction of helium, for which he is not reasonably compensated solely shall permit the extraction of helium from the gas by the lessee without the consent of the lessor. Nothing in this paragraph shall be construed to limit the right of the lessee to assign his interest in this lease pursuant to section 30 of the act to the extent provided therein, or to prevent the lessee from drilling and operating wells on any part of the leased lands pursuant to section 36 of the act or to prevent the operation of any well pending approval of a plan of operations or suspension of operations and production pursuant to section 39 of the act to the extent applicable.

Sec. 4. *Conservation.* That the lessee shall exercise diligence in prospecting and discovering oil and gas and the quantity and quality of production from the lands covered by this lease shall be subject to such reasonable regulation in the public interest by the Secretary of the Interior as may be necessary from time to time for the development and operation thereof, having due regard to the prevention of waste, the economic production of oil and gas, the health and safety of workmen, and the conservation of the property and the rights of the lessee and the lessor, or any authorized representative of the lessor, or any representative of the United States charged with the supervision of operations under this lease shall have the right of prospecting and development and the quantity and rate of production from the lands covered by this lease.

Sec. 5. *Assignments.* 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 continuing obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to abandon all wells on the land to be relinquished in accordance with the applicable laws and regulations or abandonment in accordance with the applicable laws and regulations.

Sec. 6. *Extension of lease; 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 land 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. *Default and violation.* If the lessee shall fail to 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 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 as to any deposit, material, or the right of purchasing or possessing any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancelation and forfeiture shall not prevent the cancelation and forfeiture of this lease for any other cause of cancelation and forfeiture, or for the same cause occurring at any other time.

Sec. 8. *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. *Insertion of new or omitted provisions.* It is 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 no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part of this lease or derive any benefit that may arise therefrom, and the provisions of section 3741 of the Revised Statutes (41 U.S.C. 22), and the provisions of sections 431, 432, and 433 of title 18 of the United States Code relating to contracts entered into by Members of or Delegates to Congress, Resident Commissioners, officers, agents, or employees of the Department of the Interior, insofar as they are applicable to this lease, are hereby made a part hereof.

Sec. 10. *Unlawful interest.* No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part of this lease or derive any benefit that may arise therefrom, and the provisions of section 3741 of the Revised Statutes (41 U.S.C. 22), and the provisions of sections 431, 432, and 433 of title 18 of the United States Code relating to contracts entered into by Members of or Delegates to Congress, Resident Commissioners, officers, agents, or employees of the Department of the Interior, insofar as they are applicable to this lease, are hereby made a part hereof.

Sec. 11. *Nondiscrimination.* In connection with the performance of work under this lease, the lessee agrees as follows:

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by 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.

(f) 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.

(g) The lessee will include the provisions of paragraphs (a) through (g) 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(h) *Nonsegregated facilities.* [illegible] is liable for any breach of this [illegible] any subcontract or transfer made of this lease or any interest therein shall ensure that the intent of the provisions of this clause is binding upon each subcontractor or transferee and that such subcontractor or transferee shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and that it will not maintain segregated facilities for its employees at any of its establishments within the meaning of 41 CFR 60-20.3(b) and 60-20.4. The lessee further agrees that a breach of this covenant may be deemed a breach of this lease and that he will incorporate the provisions of this clause in all subcontracts or purchase orders for work to be performed under this lease.

Sec. 12. *Surrender, cancellation, or modification.* 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 continuing obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to abandon all wells on the land to be relinquished in accordance with the applicable laws and regulations or abandonment in accordance with the applicable laws and regulations.

Sec. 13. *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 land 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. 14. *Default and violation.* If the lessee shall fail to 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 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 as to any deposit, material, or the right of purchasing or possessing any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancelation and forfeiture shall not prevent the cancelation and forfeiture of this lease for any other cause of cancelation and forfeiture, or for the same cause occurring at any other time.

Sec. 15. *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. 16. *Insertion of new or omitted provisions.* It is 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 no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part of this lease or derive any benefit that may arise therefrom, and the provisions of section 3741 of the Revised Statutes (41 U.S.C. 22), and the provisions of sections 431, 432, and 433 of title 18 of the United States Code relating to contracts entered into by Members of or Delegates to Congress, Resident Commissioners, officers, agents, or employees of the Department of the Interior, insofar as they are applicable to this lease, are hereby made a part hereof.

[redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE DISTURBANCE STIPULATIONS

[redacted]

[redacted]

[redacted]

[redacted]SURVEY
[redacted]
CASPER, WY 82601

Management Agency (name)

BUREAU OF LAND MANAGEMENT
P. O. BOX 1869
ROCK SPRINGS, WY 82901

Address [redacted]

[redacted]

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 2104-5 (August 1973)

[redacted]

Forest Service Supplement to
Form 3109-3

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SURFACE OCCUPANCY STIPULATION

1. Lessee agrees not to enter upon the lease area or disturb the surface for exploration or drilling purposes until either:

(a) An inventory of archeological, paleontological, and historical sites is made by the surface management agency or its designated representative, or

(b) Lessee has made or caused to be made an inventory of all archeological, paleontological, and historical sites in these areas of the lease subject to development, occupancy, or surface disturbance. The survey must be made by a qualified archeologist acceptable to the surface management agency and the results of this survey provided to the surface management agency. Costs of this survey will be borne by the lessee. After inventory by either lessee's archeologist or the surface management agency reasonable conditions of use will be prepared to protect the sites or salvage objects of antiquity in accordance with the Antiquities Act of June 8, 1906 (34 Stat. 225; 16 USC 431), and the Historical Sites Act of August 21, 1935 (49 Stat. 666; 16 USC 461-467). Costs of salvage of artifacts will be borne by the lessee and all objects of antiquity salvaged will remain the property of the U.S. Government.

2. No occupancy of the surface in the following areas is authorized by this lease. The lessee may employ directional drilling to develop the oil and gas resources under these areas, provided that such drilling or other works will not disturb the surface area or otherwise interfere with their use by the surface management agency. The areas to be excluded from surface occupancy unless specifically approved in the operating plan are:

(a) Within 500 feet on either side of the centerline of any and all roads and/or highways within the lease area.

(b) Within 200 feet on either side of the centerline of any and all designated trails within the lease area.

(c) Within 500 feet of the normal high waterline of any and all streams, lakes, ponds, and reservoir located within the lease area.

(d) Within 400 feet of any and all springs within the lease area.

(e) Within 400 feet of any improvements either owned, permitted, leased, or otherwise authorized by the surface management agency.

No occupancy or other activity on the surface of SE¼NE¼, SE¼SE¼ Sec. 34 is allowed under this lease.

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.

No occupancy or other surface disturbance will be allowed within 500 feet of the Green River. This distance may be modified when specifically approved in writing by the District Engineer, Geological Survey, with the concurrence of the District Manager, BLM.

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

STIPULATION FOR LANDS UNDER JURISDICTION OF DEPARTMENT OF AGRICULTURE*

he lands embraced in this ' ase or permit being under the jurisdiction of the Secretary of Agriculture, the lessee or ermittee hereby agrees:

) To c nduct all operations authorized by this lease permit with due regard for good land management, t to cut or destroy timber without first obtaining rmission from the authorized representative of the ecretary of Agriculture, and to pay for all such timber t or destroyed at the rates prescribed by such repre- ntative; to avoid unnecessary damage to improvements, iber, crops, or other cover; unless otherwise author- ed by the Secretary of Agriculture, not to drill any ell, carry on operations, make excavations, construct nnels, drill, or otherwise disturb the surface of the nds within 200 feet of any building standing on the nds and whenever required, in writing, by the author- ed representative of the Secretary of Agriculture to ce or fill all sump holes, ditches, and other ex- vations, remove or cover all debris, and so far as asonably possible, restore the surface of the lands their former condition, including the removal of ructures as and if required, and when required by such presentative to bury all pipelines below plow depth

) To do all in his power to prevent and suppress rest, brush, or grass fires on the lands and in their cinity, and to require his employees, contractors, bcontractors, and employees of contractors or sub- ntractors to do likewise. Unless prevented by cumstances over which he has no control, the lessee permittee shall place his employees, contractors bcontractors, and employees of contractors and sub- ntractors employed on the lands at the disposal any authorized officer of the Department of griculture for the purpose of fighting forest, brush, grass fires on or originating on the lands or on djacent areas or caused by the negligence of the ssee or permittee or his employees, contractors, bcontractors and employees of contractors and sub- ntractors, with the understanding that payment for uch services shall be made at rates to be determined y 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, sub- contractors, or employees of contractors or subcon- tractors, 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, camp- fires 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.*), June 28, 1944 (58 Stat. 483–485); 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).

xercise of th[redacted]eges authorized by this lease or ermit, and shall maintain such fire tools at his headquarters or at the appropriate location on the lands as e deemed necessary by such representative.

) In the location, design, construction, and maintenance of all authorized works, buildings, plants, aterways, roads, telegraph or telephone lines, pipenes, reservoirs, tanks, pumping stations, or other tructures or clearance, the lessee or permittee hall do all things reasonably necessary to prevent r reduce to the fullest extent scarring and erosion of e lands, pollution of the water resources and any mage to the watershed. Where construction, operaon, or maintenance of any of the facilities on or onnected with this lease or permit causes damage to e watershed or pollution of the water resources, the essee or permittee agrees to repair such damage and take such corrective measures to prevent further ollution or damage to the watershed as are deemed ecessary by the authorized representative of the ecretary of Agriculture.

) If in the opinion of the authorized representative of e Secretary of Agriculture, the lands are valuable for atershed protection, the lessee or permittee shall prode for control of surface runoff and return the affected ea to as productive condition as practicable.

) 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 aims for damage to persons or property resulting from e lessee's or permittee's operations under this lease permit.

) To recognize existing uses and commitments, in e form of Department of Agriculture grazing, timber tting, 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 ssible with the rights and privileges granted by these rmits or with other existing uses.

[redacted]o install and maintain cattle guards [redacted]vent 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.

(8) 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.

(9) To comply with all federally-approved rules and regulations of the Secretary of Health, Education, and Welfare governing the emission of pollutants into the air from activities which are embraced in this lease or permit.

(10) 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.

(11) 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.

(12) To address all matters relating to this stipulation to

[redacted]SUPERVISOR

[redacted]NATIONAL FOREST

at [redacted]BUILDING

[redacted], WY 83001

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.

(Signature of Lessee)

GPO 850-292

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CW-702 (D 7/7)

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management

Oil and Gas Lease WYOMING

Serial No. 57098

ASSIGNMENT OF UNITED STATES
OIL AND GAS LEASE

THIS AGREEMENT, dated the 20th day of February, 19 79, by and between

AVANCE OIL & GAS COMPANY, INC.

, whose address is P. O. Box 2728,

Midland, Texas 79702 hereinafter called "Assignor," and CHEVRON U.S.A. INC.,

hereinafter called "Assignee," whose address is P. O. Box 599, Denver, Colorado 80201

WITNESSETH:

WHEREAS, pursuant to an offer filed with the Bureau of Land Management, there was issued under date of January 1, 1977, a United States Oil and Gas Lease now bearing the above serial number and covering land in Sublette County, State of Wyoming, including the following described land, hereinafter referred to as "said land":

Township 37 North, Range 110 West
Section 21: N½NE¼
Section 22: SE¼SE¼
Section 34: SE¼NE¼, SE¼SE¼
Section 35: N½NE¼, SE¼SE¼

Township 36 North, Range 110 West
Section 2: Lot 4, SW¼NW¼, SW¼
Section 4: Lots 1,2,3,4, S½N½, S½
Section 5: Lot 1, SE¼NE¼, NE¼SE¼, S½SE¼
Section 11: Lot 3,4,5, NW¼, N½SW¼

Containing 1,606.44 acres, more or less,

10879

FILED
July 13 19 8:00 A.M.
6:32
IN BOOK 279 OF MISC.
FEES $ 10.00 Lucy Efird
SUBLETTE COUNTY CLERK
PINEDALE, WYOMING
by Dorothy McClure

and,

WHEREAS, Assignor desires to sell and assign, as hereinafter provided, to Assignee the above described lease insofar as said lease covers said land:

NOW THEREFORE:

In consideration of the sum of Ten and More Dollars ($ 10.00 & More) paid by Assignee to Assignor, receipt of which is hereby acknowledged, and in consideration of the performance by the parties hereto of the agreements and covenants hereinafter set forth, Assignor does hereby grant, bargain, sell, convey, transfer, set over and assign to Assignee the above described United States Oil and Gas Lease insofar as said lease covers said land, to have and to hold the same unto Assignee forever.

1. This Agreement shall cover and relate to any lease issued pursuant to the offer hereinabove referred to, and any renewals, modifications or extensions of said lease, and any lease issued in lieu thereof, and any relief, exchange, consolidated or other character of lease issued as the result thereof to the Assignor for said land, or any part thereof, under an Act of Congress heretofore or hereafter enacted. The term "said lease" as hereafter used, shall refer to any such lease hereinabove described.

2. As to said land, Assignor warrants that Assignor is the sole and absolute owner of said lease, and that said lease is not subject to cancellation or termination for any cause, and is not subject to any prior sale, option, assignment, operating agreement, royalty, rental, financial burden restriction, condition or obligation of any kind or character other than these set forth in Paragraph 6 or imposed by the United States Government by law, regulation, or the term of such lease, and in addition thereto Assignor agrees to protect Assignee against any expense, loss or damage arising as a result of either such cancellation or termination or any claims or rights asserted by, through, or under the Assignor; provided, however, the liability of Assignor shall not be greater than the consideration paid by Assignee for this assignment and any option heretofore in effect as to said land between the parties hereto.

3. Assignee hereby accepts this assignment and agrees to be bound and abide by all of the terms, conditions and covenants of said lease.

4. Assignee may surrender said lease to the United States as to all or any part of the land affected thereby without incurring any liability whatsoever to Assignor, provided that prior to the making of any such surrender, Assignee shall deposit in the United States Mail as certified mail with return receipt requested addressed to Assignor, a notice of Assignee's proposed surrender. Assignor shall have thirty (30) days from the depositing of such notice by Assignee within which to elect to take and receive a reassignment of said Oil and Gas Lease as to the land proposed to be surrendered. If Assignee shall, within said thirty (30) day period, receive notice in writing from Assignor that Assignor has elected to take an assignment of said lease as to said land proposed to be surrendered, Assignee shall execute and deliver to Assignor in triplicate a proper reassignment of the rights and interests hereby assigned as to the land so specified in Assignee's notice of intention to surrender. Failure of Assignor to notify Assignee within said thirty (30) day period, of Assignor's election to take a reassignment, shall be deemed to constitute Assignor's consent to said proposed surrender.

If, having taken any reassignment of said lease as to any land, Assignor shall fail, for a period of thirty (30) days following the delivery of said reassignment to him, to file said reassignment with the Bureau of Land Management for approval, together with a proper showing of the qualification of Assignor to receive said reassignment and hold a lease on said reassigned land, Assignee may, notwithstanding said reassignment, surrender to the United States said lease as to the land so reassigned

Assignor shall be responsible for all rentals and royalties becoming due with respect to said lease as to any reassigned land from and after thirty (30) days from the date Assignee deposits any notice of proposed surrender in the United States Mails, but Assignee shall pay all rentals and royalties becoming due prior thereto, provided, however, Assignee shall not be liable for its failure to pay or the improper payment of any rental or royalty so long as it has acted in good faith

Notwithstanding any other provision herein contained, either express or implied, Assignee's obligations under this Paragraph 4 shall cease and terminate sixty (60) days prior to the end of the primary term of said lease

5. If the authority having the power to grant approval shall refuse to approve this assignment, Assignor agrees to execute such other or further instrument or instruments transferring to Assignee the rights hereinabove set forth, or the equivalent thereof, as may be acceptable to said authority.

6. (A) Assignee hereby agrees to account for and pay to Assignor, (as an overriding royalty) on or before the 20th day of each month, on the sale value or net proceeds received by Assignee from oil and gas produced from said land or, in the event said land or a portion thereof is included in any co-operative or unit, communitization, or other production or development plan, from oil and gas allocated to said land or to a portion thereof under said plan:

1. A sum representing the "sale value" as hereinafter defined of -5- of all oil produced from, or allocated to, said land or to a portion thereof, and saved and marketed during the preceding calendar month, and
2. A sum representing 5 % of the net proceeds received by Assignee from the sale of all gas produced from, or allocated to, said land or to a portion thereof and saved and marketed during the preceding calendar month.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

provided, that no such payments shall be made or shall accrue upon any oil or gas used for operating, developing, or production purposes upon said land or any land included therewith in any co-operative or unit, communitization, or other production or development plan, or unavoidably lost, and no sums shall be payable upon gas used for recycling or repressuring operations benefiting said land. In the event Assignee shall elect to pay compensatory royalties to the United States in lieu of drilling, Assignee agrees to pay and Assignor agrees to accept payment for Assignor's share of the sale value of oil and the fair market value at the well of gas computed on the same amount of oil and gas as that on which compensatory royalty to the United States is paid. The term "sale value" as applied to oil under the provisions hereof shall mean (a) the price for which Assignee sells Assignee's oil produced from the same field, less any costs of marketing such oil as crude, including costs of handling, transportation to point of sale, treating unmerchantable oil to render it merchantable as crude and other applicable costs; or (b) in the event that Assignee does not sell such oil as crude the fair market value, prevailing in the field where such oil is produced, for oil of like character, gravity, and quality. Assignor agrees to pay or to reimburse Assignee for a percentage of any and all taxes levied upon the mineral rights in said land and upon the severance or production or sale of oil and gas extracted therefrom, equivalent to Assignor's percentage of the sale value and net proceeds, as above set forth.

The undersigned agree that the obligation to pay any overriding royalties or other 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.

(B) Assignor hereby excepts overriding royalties previously reserved by instruments reflecting same which are of record either in the county in which the assigned lands are situated or in the appropriate office of the Bureau of Land Management, which overriding royalties amount to -0- % and which shall not reduce any payment due Assignor pursuant to (A) above.

(C) Any overriding royalty reserved or sold from said lease by Assignor or a predecessor in title in addition to the overriding royalties set forth above in (A) or (B) shall be computed as a part of and deducted from the -5- % overriding royalty referred to above in (A).

7. In connection with operations for the production of oil and gas or either of them, Assignee may at any time or times pool or unitize the overriding royalty reserved to Assignor under paragraph 6.(A), insofar as said overriding royalty affects the land covered hereby, in whole or in part, as to any stratum or strata, with other lands and leases in the same area or field so as to constitute a unit or units whenever, in Assignee's judgment, necessary or advisable to comply with a law, rule, order or regulation of a governmental authority having jurisdiction, to reduce or prevent economic waste, to protect correlative rights, or to promote, encourage or accomplish the conservation of natural resources, by filing for record an instrument so declaring subject to the following: (a) Units formed to establish or comply with an orderly or uniform well spacing pattern for the production of oil or gas shall not exceed 80 acres if for the production of oil and shall not exceed 640 acres if for the production of gas, plus a tolerance of 10% in each instance, except that if the governmental authority having jurisdiction by appropriate rule, order or regulation prescribes or permits or, based on prior action of the applicable governmental authorities, may reasonably be expected to prescribe or permit units of a larger size, the unit or units may be increased to the maximum so prescribed or permitted or so reasonably expected to be prescribed or permitted; (b) Units formed to accomplish a cycling, pressure maintenance, repressuring or secondary recovery program, or any other cooperative or unit plan of development or operation involving multiple wells must be approved by the governmental authority having jurisdiction and shall allocate to the portion of said land included in any such unit a fractional part of production from any part of such unit on one of the following bases: (i) the ratio between the quantity of recoverable production allocable to the portion of said land included in such unit and the total of all recoverable production allocable to such unit; or (ii) such other basis as may be approved by the governmental authority having jurisdiction thereof. Any such unit so established may be enlarged to include acreage believed to be productive or may be diminished by excluding acreage believed to be nonproductive and, in the absence of current production therefrom, any such unit may be abolished and dissolved by filing for record an instrument so declaring. Instruments filed for record hereunder shall be filed in the public notice records of the county in which the land is situated. Upon production from any part of any such unit, Assignor herein shall be entitled to the overriding royalty to be paid to Assignor pursuant to paragraph 6.(A).

8. No change of ownership in the interests of Assignor hereunder shall be binding on Assignee until after notice thereof to Assignee and Assignee has been furnished with the written transfer or assignment, or a certified copy thereof, and such change of ownership shall have received any approval required under any applicable law or regulation.

9. No implied covenants shall be read into this agreement requiring Assignee to drill or to continue drilling upon said land, or fixing the measure of diligence therefor. Nothing herein contained shall be deemed to obligate Assignee to produce, sell or otherwise dispose of oil or gas from said land.

10. Nothing herein contained shall be construed as being in any manner in derogation of any of the terms, conditions of provisions of the Act of Congress under and by virtue of which said lease is issued, or of any regulations of the Department of the Interior of the United States lawfully promulgated thereunder; but, on the contrary, this agreement shall in all particulars be deemed amenable to reformation to eliminate or modify any portions thereof found to be in contravention of the provisions of said Act or such regulations or against public policy, and, except as to the provisions so eliminated, shall remain in full force and effect as so modified.

11. All of the covenants, stipulations and obligations hereof shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, executors, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement

ATTEST:

J. W. Cole, Secretary

AVANCE OIL & GAS COMPANY, Inc.

Assignor

By

John D. Carey, Vice President

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by John D. Carey, in his capacity as Vice President of AVANCE OIL & GAS COMPANY, INC., this _____ day of _____, 1979.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public

658

REQUEST FOR APPROVAL OF ASSIGNMENT

Chevron U.S.A., Inc., Assignee herein, accepts and hereby requests approval of the foregoing Assignment Agreement and certifies as follows:

1. Assignee is a California corporation whose qualifications to hold United States Oil and Gas Leases are on file with the Bureau of Land Management, Washington, D.C., under Serial B.L.M 066100.

2. 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 State in which the lands subject hereto are located.

3. Assignee is the sole party in interest in this assignment.

4. A filing fee in the amount of $10.00 is remitted herewith.

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 26th day of February, 19 79

Chevron U.S.A., Inc.

By _____
Assistant Secretary

STATE OF COLORADO
COUNTY OF ARAPAHOE } ss.

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared E. O. HENSLEY

_____ to me personally known, who being by me duly sworn did say that he, with the capacity designated by his signature on the document to which this certificate is attached, is an officer or agent, of Chevron U.S.A., Inc., a corporation organized and existing under and by virtue of the laws of the State of California, and that he as such officer or agent and in such capacity being authorized by its Bylaws and/or Board of Directors so to do, signed, sealed, executed and acknowledged before me the foregoing instrument on behalf of said Corporation as his voluntary act and deed and the voluntary act and deed of said Corporation for the uses, purposes and consideration therein expressed and contained by signing the name of the Corporation by him as such officer or agent and that the seal, if any, affixed to said instrument is the Corporate seal of said Corporation, and he further acknowledges to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal of office on this the 26th day of February, 19 79

My commission expires

My commission expires Jan 8 1983

Lynn L. Curtis
Notary Public

Assignment approved effective:

THE UNITED STATES OF AMERICA

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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~~: *above*

[redacted]

Assignment approved effective APR 1 1979

By Glenn W. Dane
(Authorized Officer)

Chief, Uit Sa
Gas Section

(Title)

APR 23 1979
(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 2...

[redacted] [redacted] [redacted] Claiman

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
City
State
Zip Code

George E. Mc Crea
2639 Vista Del Arroyo
San Angelo, TX 76901

W 60574
(Serial Number)

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: State: Wyoming County: Sublette

T 36 N, R 110 W, 6th Prin Mer
Sec 13: NE¼
2*: E½E½

U. S. Geological Survey reports lands in lease were not within a known Geologic Structure on
SEP 19 1977

Containing a total of	320.00 acres	Annual Rental	$ 320.00

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: OCT 1 1977

THE UNITED STATES OF AMERICA

175350

By Glenna M. Sanc
(Signature of Signing Officer)
Chief, Oil & Gas Section
(Title)

SEP 22 1977
(Date)

RECORDED July 13 19 8:00 A
BOOK 57 Land PAGE 659
FEES $14.00 Land Yrk
SUBLETTE COUNTY, WYOMING

Authority 111 Stat

659

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 lease as to 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 $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 (b)(ii) above.

Royalty on production.—(1) To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Contracts for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

(h) *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 furnished 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, to coal measures or other mine al 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 for 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) In connection with the performance of work under this contract, the lessee agrees not to discriminate against any employee or applicant for employment because of race, 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, 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 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.

(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, color, religion, sex, 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 this Equal Opportunity 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. 11246 of September 24, 1965, as amended, 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, 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.

(6) 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.

(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, as amended, 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 rate 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) *Leases entered 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 abandonment or total relinquishment or the cancellation or expiration of this lease, or at any other time prior thereto when required and to the extent deemed necessary by the lessor to fill any pits, ditches and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the leased land and access roads to their former condition, including the removal of structures as and if required. The lessor may prescribe the steps to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic value.*—When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of this lease, the item(s) or conditions, 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 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:

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, granted, 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 resources 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 interests.*—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 apply to same.

94292

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

anagement Agency *(name)*

BUREAU OF LAND MANAGEMENT
O. BOX 1869
OCK SPRINGS, WY. 82901

Address *(include zip code)*

FOREST
BRIDGE
FOREST
JACKSON, WY 83001

Notwithstanding any provision of this lease to the ontrary, any drilling, construction, or other operation n the leased lands that will disturb the surface there- or otherwise affect the environment, hereinafter lled "surface disturbing operation," conducted by ssee shall be subject, as set forth in this stipu- ion, to prior approval of such operation by the Area l and Gas Supervisor in consultation with appro- iate surface management agency and to such rea- nable conditions, not inconsistent with the purposes r which this lease is issued, as the Supervisor may quire to protect the surface of the leased lands and e environment.

Prior to entry upon the land or the disturbance of e surface thereof for drilling or other purposes, ssee shall submit for approval two (2) copies of a ap and explanation of the nature of the anticipated tivity and surface disturbance to the District Engi- er or Area Oil and Gas Supervisor, as appropriate, and ill also furnish the appropriate surface management gency named above, with a copy of such map nd 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)

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

STIPULATION FOR LANDS UNDER JURISDICTION OF DEPARTMENT OF AGRICULTURE*

e lands embraced in this lease or permit being under the jurisdiction of the Secretary of Agriculture, the lessee or rmittee hereby agrees:

To conduct all operations authorized by this lease permit with due regard for good land management, t to cut or destroy timber without first obtaining rmission from the authorized representative of the cretary of Agriculture, and to pay for all such timber t or destroyed at the rates prescribed by such repre-ntative; to avoid unnecessary damage to improvements, ber, crops, or other cover; unless otherwise author-d by the Secretary of Agriculture, not to drill any ll, carry on operations, make excavations, construct nels, drill, or otherwise disturb the surface of the ds within 200 feet of any building standing on the nds and whenever required, in writing, by the author-d representative of the Secretary of Agriculture to ce or fill all sump holes, ditches, and other ex-vations, remove or cover all debris, and so far as asonably possible, restore the surface of the lands their former condition, including the removal of uctures as and if required, and when required by such presentative to bury all pipelines below plow depth

To do all in his power to prevent and suppress est, brush, or grass fires on the lands and in their inity, and to require his employees, contractors, bcontractors, and employees of contractors or sub-ntractors to do likewise. Unless prevented by rcumstances over which he has no control, the lessee permittee shall place his employees, contractors, bcontractors, and employees of contractors and sub-ntractors employed on the lands at the disposal any authorized officer of the Department of griculture for the purpose of fighting forest, brush, grass fires on or originating on the lands or on djacent areas or caused by the negligence of the ssee or permittee or his employees, contractors, bcontractors and employees of contractors and sub-ntractors, with the understanding that payment for ch services shall be made at rates to be determined 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, sub-contractors, 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, camp-fires 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.*); June 28, 1944 (58 Stat. 483–485); 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. 133v–16, Note)

xercise of the [redacted] ges authorized by this lease or rmit, and shall maintain such fire tools at his headarters or at the appropriate location on the lands as e deemed necessary by such representative.

) In the location, design, construction, and maintenance of all authorized works, buildings, plants, terways, roads, telegraph or telephone lines, pipees, reservoirs, tanks, pumping stations, or other ructures or clearance, the lessee or permittee all do all things reasonably necessary to prevent reduce to the fullest extent scarring and erosion of e lands, pollution of the water resources and any mage to the watershed. Where construction, operan, or maintenance of any of the facilities on or nnected with this lease or permit causes damage to watershed or pollution of the water resources, the ssee or permittee agrees to repair such damage and take such corrective measures to prevent further llution or damage to the watershed as are deemed cessary by the authorized representative of the cretary of Agriculture.

If in the opinion of the authorized representative of Secretary of Agriculture, the lands are valuable for tershed protection, the lessee or permittee shall proe for control of surface runoff and return the affected a to as productive condition as practicable.

To pay the lessor or permitter or his tenant or the face owner or his tenant, as the case may be, fo and all damage to or destruction of property caused the lessee's or permittee's operations hereunder; ave and hold the lessor or permitter or the surface ner or their tenants harmless from all damage or ms for damage to persons or property resulting from lessee's or permittee's operations under this lease permit.

To recognize existing uses and commitments, in form of Department of Agriculture grazing, timber ing, and special use permits, water developments, h, road, trail, pipeline, telephone line, and fen e its of way and other similar improvements, and to duct his operations so s to interfere as little as ible th the rights and privileges granted by these its or with other existing uses.

[redacted] install and maintain cattle guards [redacted] at 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.

(8) 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.

(9) To comply with all federally-approved rules and regulations of the Secretary of Health, Education, and Welfare governing the emission of pollutants into the air from activities which are embraced in this lease or permit

(10) 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.

(11) 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.

(12) To address all matters relating to this stipulation to

FOREST SUPERVISOR

at BRIDGER [illegible]

FOREST SER[illegible]

J[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

(Signature of Lessee)

GPO 850-292

Forest Service Supplement to
Form 3109-3

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94272

SURFACE OCCUPANCY STIPULATION

1. Lessee agrees not to enter upon the lease area or disturb the surface for exploration or drilling purposes until either:

(a) An inventory of archeological, paleontological, and historical sites is made by the surface management agency or its designated representative, or

(b) Lessee has made or caused to be made an inventory of all archeological, paleontological, and historical sites in these areas of the lease subject to development, occupancy, or surface disturbance. The survey must be made by a qualified archeologist acceptable to the surface management agency and the results of this survey provided to the surface management agency. Costs of this survey will be borne by the lessee. After inventory by either lessee's archeologist or the surface management agency reasonable conditions of use will be prepared to protect the sites or salvage objects of antiquity in accordance with the Antiquities Act of June 8, 1906 (34 Stat. 225; 16 USC 431), and the Historical Sites Act of August 21, 1935 (49 Stat. 666; 16 USC 461-467). Costs of salvage of artifacts will be borne by the lessee and all objects of antiquity salvaged will remain the property of the U.S. Government.

2. No occupancy of the surface in the following areas is authorized by this lease. The lessee may employ directional drilling to develop the oil and gas resources under these areas, provided that such drilling or other works will not disturb the surface area or otherwise interfere with their use by the surface management agency. The areas to be excluded from surface occupancy unless specifically approved in the operating plan are:

(a) Within 500 feet on either side of the centerline of any and all roads and/or highways within the lease area.

(b) Within 200 feet on either side of the centerline of any and all designated trails within the lease area.

(c) Within 500 feet of the normal high waterline of any and all streams, lakes, ponds, and reservoir located within the lease area.

(d) Within 400 feet of any and all springs within the lease area.

(e) Within 400 feet of any improvements either owned, permitted, leased, or otherwise authorized by the surface management agency.

[redacted] [redacted] [redacted] 9429

ASSIGNMENT OF OIL AND GAS LEASE

THIS ASSIGNMENT, made and entered into this 25th day of January 19 79,
by and between George E. McCrea

whose address is 2639 Vista Del Arroyo, San Angelo, Texas 76901

hereinafter referred to as "Assignor" (whether one or more), and Chevron U.S.A. Inc.

whose address is P.O. Box 599, Denver, Colorado 80201

hereinafter referred to as "Assignee" (whether one or more).

WITNESSETH:

Assignor, in consideration of Ten and other Dollars, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, assign and convey to Assignee that certain Oil and Gas Lease dated October 1, 19 77, from the United States, as lessor, bearing Wyoming Serial No. 60574, insofar as the lease covers the following described lands in Sublette County, Wyoming, to-wit:

T 36 N, R 110 W, 6th Prin. Mer.
Sec. 13: NE¼
Sec. 25: E½E½
Containing a total of 320.00 acres

[illegible]1

July 13 19 8:00 A.M.
5:7 Ohst 665
Fee # Kara J York
RETURN
by Dorothy McClure

together with all rights, privileges and personal property thereunder, appurtenant thereto, or used in connection therewith, subject, however, to the following:

Assignor hereby excepts and reserves an overriding royalty of 5% of 3/8ths of the market value at the wells as produced of all the oil and gas which may be produced, saved and marketed from said lands under the terms of the lease or any extensions or renewals thereof. The 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 the lease are computed and paid, and Assignor shall be responsible for Assignor's proportionate part of all taxes and assessments levied upon or against or measured by the production of oil and gas therefrom. The overriding royalty shall (a) be the total overriding royalty for which Assignee shall be obligated and shall include all existing overriding royalties and obligations payable out of production from the lands, (b) be proportionately reduced if this assignment grants to Assignee less than the entire leasehold estate in the lands, and (c) be subject to the suspension provisions of 43 CFR 3103.3-6, if applicable. Unless otherwise provided in this assignment, the reservation of the overriding royalty shall not imply any leasehold preservation, drilling or development obligation on the part of Assignee; however, nothing herein contained shall relieve Assignee from compliance with the terms and conditions of the lease. No change in the ownership of the overriding royalty shall be binding upon Assignee until such time as Assignee shall have been furnished with either the original, a certified copy or an acceptable reproduction copy of the recorded instrument or instruments effecting the change in ownership.

SEE REASSIGNMENT RIDER ATTACHED.

~~If Assignee should at any time desire to surrender the lease to the United States as to all or any~~ portion of the above described lands, Assignee shall tender to Assignor a reassignment of the lease ~~as~~ to the lands sought to be surrendered at least forty-five (45) days prior to (a) the time ~~for~~ the payment of the next annual rental under the terms of the lease or any extension or ~~renewal~~ thereof or (b) the expiration of the lease if it may be extended or renewed other ~~than~~ by drilling operations. If Assignor shall fail to accept the reassignment within ten (10) days ~~from~~ the time it is tendered, Assignee shall be free to surrender the lea[illegible] to such lands. ~~If the~~ reassignment is accepted by Assignor, Assignor shall save, hold and protect Assignee harmless from all rentals and liability of whatsoever character [illegible] quently accruing with respect to the lands covered by the reassignment. Failure to tender the reassignment shall render Assignee liable only if Assignor has reserved herein an interest in production. Assignee's liability shall be limited to the fair market value of the reserved interest at the time the reassignment is due, but shall not exceed the cash consideration paid for this Assignment.

Assignor covenants with Assignee that Assignor is the lawful owner of, has good title to, and has the right to convey the lease free and clear of all liens, encumbrances and obligations except those referred to above, that the lease is valid and is in good standing, that all rentals and royalties due thereunder have been paid, and that Assignor will warrant and defend the title thereto to Assignee and Assignee's heirs, personal representatives, successors and assigns against the lawful claims and demands of all persons.

Executed in multi-counterparts as of the day and year first above written.

665

666

STATE OF TEXAS
COUNTY OF Tom Green } ss

The foregoing instrument was acknowledged before me this [illegible] day of [illegible], 19[illegible], by [illegible]

My Commission Expires: Sept 1980

Notary Public

STATE OF
COUNTY OF } ss

The foregoing instrument was acknowledged before me this day of , 19 ,

by

My Commission Expires:

Notary Public

STATE OF
COUNTY OF } ss

The foregoing instrument was acknowledged before me this day of , 19 , by , President of a corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age *and* a citizen of the United States? ☐ Yes ☐ No

b. Is the assignee a corporation or other legal entity? ☒ Yes ☐ No *(If "Yes," specify kind)*

A California corporation.

c. If a corporation, attach qualifications or if already on file, give serial number of case file **BLM-066100**

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.

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 15th day of **March**, 19 **79**

CHEVRON U.S.A. INC.

By [signature]
(Assignee's Signature)

Assistant Secretary

P. O. Box 599, Denver, CO 80201
(Address)

[redacted] THE UNITE[redacted]ES OF AMERICA [redacted]

Assignment approved as to the lands described below:

Assignment approved effective APR 1 1979 By Glenn W. Hanc
(Authorized Officer)

Chief, Oil & Gas Section — APR 5 1979
(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

Claimant

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared E. O. HENSLEY to me personally known, who being by me duly sworn did say that he, with the capacity designated by his signature on the document to which this certificate is attached, is an officer or agent, of Chevron U.S.A. Inc., a corporation organized and existing under and by virtue of the laws of the State of California, and that he as such officer or agent and in such capacity being authorized by its Bylaws and/or Board of Directors so to do, signed, sealed, executed and acknowledged before me the foregoing instrument on behalf of said Corporation as his voluntary act and deed and the voluntary act and deed of said Corporation for the uses, purposes and consideration therein expressed and contained by signing the name of the Corporation by him as such officer or agent and that the seal, if any, affixed to said instrument is the Corporate seal of said Corporation, and he further acknowledges to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my [illegible] seal of office on this the 15th day of March, 1979.

My commission expires: [illegible]

Notary Public

CW-741-1(D 6/7)

RIDER

Assignee may surrender said lease to the United States as to all or any part of the land affected thereby without incurring any liability thereunder to Assignor, provided that prior to the making of any such surrender, Assignee shall deposit in the United States Mail as certified mail with return receipt requested addressed to Assignor, a notice of Assignee's proposed surrender. Assignor shall have ~~thirty (30)~~ forty-five (45) days from the depositing of such notice by Assignee within which to elect to take and receive a reassignment of said Oil and Gas Lease as to the land proposed to be surrendered. If Assignee shall, within said ~~thirty (30)~~ forty-five (45) day period, receive notice in writing from Assignor that Assignor has elected to take an assignment of said lease as to said land proposed to be surrendered, Assignee shall execute and deliver to Assignor in triplicate a proper reassignment of the rights and interests hereby assigned as to the land so specified in Assignee's notice of intention to surrender. Failure of Assignor to notify Assignee within said ~~thirty (30)~~ forty-five (45) day period, of Assignor's election to take a reassignment, shall be deemed to constitute Assignor's consent to said proposed surrender.

If, having taken any reassignment of said lease as to any land, Assignor shall fail, for a period of ~~thirty (30)~~ forty-five (45) days following the delivery of said reassignment to him, to file said reassignment with the Bureau of Land Management for approval, together with a proper showing of the qualification of Assignor to receive said reassignment and hold a lease on said reassigned land, Assignee may, notwithstanding said reassignment, surrender to the United States said lease as to the land so reassigned.

Assignor shall be responsible for all rentals and royalties becoming due with respect to said lease as to any reassigned land from and after ~~thirty (30)~~ five (45) days from the date Assignee deposits any notice of proposed surrender in the United States Mails, but Assignee shall pay all rentals and royalties becoming due prior thereto; provided, however, Assignee shall not be liable for its failure to pay or the improper payment of any rental or royalty so long as it has acted in good faith.

Notwithstanding any other provision herein contained, either express or implied, Assignee's obligations under the preceding three (3) [illegible] shall cease and terminate [illegible]

In connection with operations for the production of oil and gas or either of them, Assignee may at any time or times pool or unitize the overriding royalty reserved to Assignor under this assignment, insofar as said overriding royalty affects the land covered hereby, in whole or in part, as to any stratum or strata, with other lands and leases in the same area or field so as to constitute a unit or units whenever, in Assignee's judgment, necessary or advisable to comply with a law, rule, order or regulation of a governmental authority having jurisdiction, to reduce or prevent economic waste, to protect correlative rights, or to promote, encourage or accomplish the conservation of natural resources, by filing for record an instrument so declaring subject to the following. (a) Units formed to establish or comply with an orderly or uniform well spacing pattern for the production of oil or gas shall not exceed 80 acres if for the production of oil and shall not exceed 640 acres if for the production of gas, plus a tolerance of 10% in each instance, except that if the governmental authority having jurisdiction by appropriate rule, order or regulation prescribes or permits or, based on prior action of the applicable governmental authorities, may reasonably be expected to prescribe or permit units of a larger size, the unit or units may be increased to the maximum so prescribed or permitted or so reasonably expected to be prescribed or permitted; (b) Units formed to accomplish a cycling, pressure maintenance, repressuring or secondary recovery program, or any other cooperative or unit plan of development or operation involving multiple wells must be approved by the governmental authority having jurisdiction and shall allocate to the portion of said land included in any such unit a fractional part of production from any part of such unit on one of the following bases: (i) the ratio between the quantity of recoverable production allocable to the portion of said land included in such unit and the total of all recoverable production allocable to such unit; or (ii) such other basis as may be approved by the governmental authority having jurisdiction thereof. Any such unit so established may be enlarged to include acreage believed to be productive or may be diminished by excluding acreage believed to be nonproductive and, in the absence of current production therefrom, any such unit may be abolished and dissolved by filing for record an instrument so declaring. Instruments filed for record hereunder shall be filed in the public notice records of the county in which the land is situated. Upon production from any part of any such unit, Assignor herein shall be entitled to the overriding royalty herein provided to be paid to Assignor on such fractional part of unit production allocated to that part of the land covered hereby which is included in such unit.

[illegible]ignee's liability shall be limited to the fair market value of the reserved interest at the time [illegible]signment is due but shall not exceed the cash consideration paid for this Assignment.

667

ASSIGNMENT OF OPERATING RIGHTS

THIS ASSIGNMENT OF OPERATING RIGHTS, made and entered into this 1 day of March, 1979, by and between CHANDLER & ASSOCIATES, INC., and PETRO-SEARCH EXPLORATION CORPORATION, hereinafter collectively called "Assignors," and C F BRAUN & CO, PETROLEUM, INC., and DYCO PETROLEUM CORPORATION, hereinafter collectively called "Assignees,"

WITNESSETH THAT:

WHEREAS, Assignors are the owners of the following described Oil and Gas Leases:

1. That certain Oil and Gas Lease dated December 1, 1967, from the United States of America, Lessor, to John P. Ellbogen, Lessee, bearing Serial No. W-9578, covering the following described lands in Sublette County, Wyoming:

Township 28 North, Range 114 West, 6th P.M.

Section 3: Lots 7, 8, 9, 10, 15, 16, 17, 18
Section 4: Lots 5 thru 20
Section 5: Lots 5, 6, 13, 20, S½NE¼, NW¼SE¼
Section 9: N½
Section 10: NW¼

2. That certain Oil and Gas Lease dated December 1, 1970, from the United States of America, Lessor, to M. K. Diggs, Jr., Lessee, bearing Serial No. W-26615, covering the following described lands in Sublette County, Wyoming:

Township 28 North, Range 114 West, 6th P.M.

Section 5: SW¼SE¼

WHEREAS, Assignors desire to convey and assign, and Assignees desire to acquire a portion of Assignors' working interest and operating rights in and under the oil and gas leases and leasehold estates described in the immediately preceding paragraph, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of $10.00, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby sell, assign, transfer and set over unto Assignees:

A. An undivided 50% of each Assignor's interest in the working interest and operating rights as to all depths from the surface of the ground down to 8,838 feet, in and to the oil and gas leases described in the preamble hereof, insofar

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and only insofar as said leases cover the following described lands in Sublette County, Wyoming:

W-9578:

Township 28 North, Range 114 West, 6th P.M.
Section 3: Lots 7, 8, 9, 10, 15, 16, 17, 18
Section 4: Lots 5 thru 14, 19, 20
Section 5: Lots 5, 6, 13, 20, $S\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$
Section 9: $N\frac{1}{2}$
Section 10: $NW\frac{1}{4}$

W-26615:

Township 28 North, Range 114 West, 6th P.M.
Section 5: $SW\frac{1}{4}SE\frac{1}{4}$

B. All of Assignors' interest in the working interest and operating rights as to all depths from the surface of the ground down to 8,838 feet, in and to the oil and gas lease W-9578 described in the preamble hereof, insofar and only insofar as said lease covers the following described lands, hereinafter referred to as Drillsite Lands, in Sublette County, Wyoming:

Township 28 North, Range 114 West, 6th P.M.
Section 4: Lots 15, 16, 17, 18

subject to the following terms, provisions and reservations:

1. The working interest and operating rights assigned hereby are conveyed and owned by Assignees in the proportions set forth opposite their names:

C F Braun & Co	50%
Petroleum, Inc.	25%
Dyco Petroleum Corporation	25%

2. Assignors hereby expressly reserve unto themselves, their successors and assigns, all rights of every kind and character in and to said leases covering said lands as to all depths below 8,838 feet.

3. Assignors hereby reserve unto themselves, their successors and assigns an overriding royalty of 6.25% of 8/8ths of all oil, gas and casinghead gas produced and saved from the Drillsite Lands, as to all formations from the surface of the ground down to 8,838 feet, free and clear of any cost and expense of the development or operation thereof, excepting taxes applicable to said interest and the production therefrom. The overriding royalty herein reserved shall be owned in the proportions set forth opposite each Assignor's name:

Chandler & Associates, Inc.	68%
Petro-Search Exploration Corporation	32%

and shall include the existing overriding royalty burden of five percent of 8/8ths owned by third parties. At such time as Assignees have recovered all of their costs in drilling, testing, completing, equipping and operating

the Fogarty Creek Unit 3-4 well located in the SW¼SW¼ of Section 4, Township 28 North, Range 114 West, 6th P.M., then the 1.25% overriding royalty interest herein reserved shall convert automatically and by operation of law to a fifty percent working interest, to be owned by the Assignor's in the same proportions as set forth on the previous page for their ownership of the overriding royalty reserved herein. Subsequent to such conversion, if the same occurs, the aforedescribed operating rights in and to the Drillsite Lands, including the well and all equipment thereon shall be owned fifty percent by Assignees and fifty percent by Assignors and the interest of each party shall bear its proportionate share of the remaining five percent overriding royalty interest owned by third parties. If Assignors own less than a full working interest in the oil and gas leases and leasehold estate covered by this Assignment of Operating Rights, then the overriding royalty interest reserved and the working interest into which it converts as set out above, shall be reduced in the proportion in which the working interest owned by Assignors bears to a full working interest.

4. This Assignment is made without warranty of title, either express or implied.

5. Assignees agree that the obligation to pay the overriding royalty interest herein reserved, which when added to overriding royalties or payments out of production previously created and the royalty payable to the United States of America, aggregate in excess of 17½%, shall be suspended when the average monthly production of oil per well per day, averaged on a monthly basis, is 15 barrels per day or less.

6. This Assignment of Operating Rights shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns. Its terms shall be covenants running with the ownership of the oil and gas leases and leasehold estate described herein and shall bind and benefit the undersigned and their respective assigns, successors and personal representatives.

EXECUTED as of the day and year first written above.

ATTEST:

SEAL

Hubert L. White, Secretary

CHANDLER & ASSOCIATES, INC.

By: _____
Curtis P. Chandler, Jr., President

ATTEST:

By: _____
N. H. Monce, Assistant Secretary

PETRO-SEARCH EXPLORATION CORPORATION

By: _____
J. Warren Guidry, President

ASSIGNORS

ATTEST:

_____

XXXXXXXX

_____

CO.
ATTEST:

_____

C F BRAUN & CO

By: _____
ATTORNEY IN FACT

PETROLEUM, INC.

By: _____
DARRYL EMMERT, Attorney in Fact

DYCO PETROLEUM CORPORATION

By: _____
CARROLL T. ROUSE
VICE PRESIDENT

ASSIGNEES

STATE OF COLORADO)
CITY AND) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ___ day of _____, 1979, by Collis P. Chandler, Jr., as President of Chandler & Associates, Inc., a Colorado Corporation.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires:
October 17, 1982

STATE OF COLORADO)
CITY AND) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 13 day of March, 1979, by J. Warren Guidry, as XXXX President of Petro-Search Exploration Corporation.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires:
February 16, 1983

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____,

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.

ON April 9, 1979

before me, the undersigned, a Notary Public in and for said State, personally appeared J L Murphy, known to me to be the person whose name is subscribed to the within instrument, as Attorney-in-Fact of C F Braun & Co, a corporation, and acknowledged to me that he subscribed the name of C F Braun & Co thereto as principal, and his own name as Attorney-in-Fact.

WITNESS my hand and official seal.

OFFICIAL SEAL
KARENE R. WILLIAMS
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires Jan. 12, 1980

_____
Notary Public in and for said State

STATE OF COLORADO)
CITY AND) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 30th day of March, 1979, by DARRYL EMMERT, Attorney in Fact for Petroleum, Inc.

Witness my hand and official seal.

Notary Public

My Commission Expires:

December 15, 1981

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 3rd day of April, 1979, by CARROLL L. WILSE, as VICE PRESIDENT President of Dyco Petroleum Corporation.

Witness my hand and official seal.

Notary Public

My Commission Expires:

12-15-81

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1:00 O'CLOCK M
ION BAR GROVER, COUNTY CLERK

ASSIGNMENT OF OIL AND GAS LEASES AND OVERRIDING ROYALTY

This Assignment is made this 12th day of August, 1978 by and between Janet M. Breene, Grantor, and Janet M. Breene and James O. Breene, Jr., as Trustees of the Janet M. Breene Revocable Trust No. 1, Grantees.

- WITNESSETH -

WHEREAS, I, Janet M. Breene am the owner of the oil and gas leasehold working interests and overriding royalty interests described on Exhibit "A" attached hereto; and

WHEREAS, it is my desire to add such property to the Janet M. Breene Revocable Trust No. 1 established by me on January 13, 1973;

NOW, THEREFORE, I hereby grant and convey all of my right, title and interest, including any reversionary interests, which I may own, in the Oil and Gas Leases and Overriding Royalty Interests described on Exhibit "A", said exhibit being attached hereto and incorporated herein, to Janet M. Breene and James O. Breene, Jr., as Trustees, said property to be held by them as pursuant to the terms and conditions of the Janet M. Breene Revocable Trust No. 1 established January 13, 1973 by Trust Agreement recorded October 31, 1973 in Book O & G 72 at page 380 of the records of Rice County, Kansas.

In the event I have any overriding royalty interest in any of the Oil and Gas Leases described in Part II of Exhibit "A" which is greator than the overriding interest described in said exhibit, then I hereby convey such additional interests to the aforementioned Grantees, said interests to be held in trust as above provided.

This conveyance is made without warranty of title express or implied. However, I hereby covenant to execute such other documents and to provide such further assurances as may be deemed necessary by said Trustees to evidence the transfer of the property herein conveyed in the records of the Bureau of Land Management of the United States Department of the Interior, the Utah State Land Board, the Wyoming Board of Land Commissioners or any other state or federal agency having jurisdiction over said property.

In order to carry out the foregoing covenant of further assurance, I hereby nominate and appoint James O. Breene, Jr. to act as my attorney in fact in my place and stead to execute on my behalf any assignments, transfers, or other documents necessary to evidence the transfer of all my right, title and interest in the Oil and Gas Leasehold interests described on Exhibit "A" to the above named Trustees in the records of any federal or state agency having jurisdiction over said lands.

Done the day and year first above written.

Janet M. Breene
Janet M. Breene

STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

This instrument was acknowledged before me Elizabeth Ann Melcher on this 17th day of August, 1978.

Witness my hand and official seal.

My commission expires:
May 17, 1980

Elizabeth Ann Melcher
Notary Public

6 73

Exhibit "A" Part I-Working Interests

Exhibit "A" of the Certain Assignment of Oil and Gas Leases and Overriding Royalty dated August 12, 1978 from Janet M. Breene to Janet M. Breene and James M. Breene, Jr., Trustees under the terms of the Janet M. Breene Revocable Trust No. 1.

The Oil and Gas Leases described on the following pages are listed as follows:

Lease No. Date of Lease*	County	Legal Description

*Wyoming Lease dates refer to the expiration of the primary term of the referenced lease

350

NOTE: Pages one through three of Exhibit "A" Part I contain information as to leases in the State of Utah, and these pages have been deleted for purposes of recording in Wyoming.

Pages four through six of Exhibit "A" Part I and pages one through five of Exhibit "A" Part II contain information as to leases in Wyoming and Colorado, and these pages have been deleted for purposes of recording in Utah.

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YOMING FEDERAL LEASES

M-40465 3-1-83	Washakie	T 45 N - R 91 W Sec. 35: Lots 1,2,3,4,5, $E\frac{1}{2}W\frac{1}{2}$ Sec. 36: Lots 1,2,3,4,5,6, $SE\frac{1}{4}SE\frac{1}{4}$ 345.33 acres
M-41819 3-1-83	Big Horn	T 55 N - R 92 W Sec. 31: Lots 1,2,3,4,5,6,7, 8,9,10,11,12, $E\frac{1}{2}$ 725.92 acres
-42185 3-1-83	Fremont	T 28 N - R 92 W Sec. 21: $N\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$ Sec. 22: $W\frac{1}{2}$, $S\frac{1}{2}SE\frac{1}{4}$ 520.00 acres
M-44542 3-1-84	Big Horn	T 52 N - R 92 W Sec. 29: Lot 1, $W\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}NW\frac{1}{4}$, $SE\frac{1}{4}$ 425.03 acres
-46223 -1-84	Carbon	T 28 N - R 79 W Sec. 17: All Sec. 18: $W\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$ 960.00 acres
-46224 -1-84	Carbon	T 28 N - R 79 W Sec. 19: Lots 1,2,3,4, $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$ Sec. 20: All Sec. 29: All Sec. 30: Lots 1,2,3,4, $E\frac{1}{2}W\frac{1}{2}$, $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$ 2432.92 acres
-49116 -1-85	Carbon	T.26 N - R 78 W Sec. 4: Lots 1,2, $S\frac{1}{2}NE\frac{1}{4}$ T 27 N - R 78 W Sec. 18: Lot 3,4, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$ Sec. 19: $E\frac{1}{2}$ Sec. 20: $SW\frac{1}{4}$ Sec. 28: $SW\frac{1}{4}$ Sec. 29: $W\frac{1}{2}$, $SE\frac{1}{4}$ Sec. 33: $W\frac{1}{2}$, $SE\frac{1}{4}$ 2080.46 acres
-53087 1-86	Sublette	T 33 N - R 110 W Sec. 8: $S\frac{1}{2}SW\frac{1}{4}$ Sec. 10: $E\frac{1}{2}SE\frac{1}{4}$ Sec. 15: $E\frac{1}{2}E\frac{1}{2}$, $SE\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$ Sec. 17: All 1040.00 acres

354

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YOMING FEDERAL LEASES

-55619)-1-86	Sublette	T 33 N - R 110 W Sec. 6: Lot 4, $S\frac{1}{2}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$ Sec. 7: Lots 1,2,3,4, $W\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}W\frac{1}{2}$, $SE\frac{1}{4}$ Sec.18: Lots 1,2, $E\frac{1}{2}NW\frac{1}{4}$ Sec.19: Lots 1,2,3,4, $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$ 1981.30 acres
-62070 2-1-88	Carbon	T 17 N - R 90 W Sec. 4: lots 1,2,3,4, $S\frac{1}{2}N\frac{1}{2}$, $S\frac{1}{2}NW\frac{1}{4}$, $S\frac{1}{2}$ 602.75 acres

355

WYOMING STATE LEASES

Wyo.St. 72-16948 9-2-82	Campbell	T 56 N - R 70 W Sec. 34: NE¼	160.00 acres
Wyo.St 76-0236 4- -86	Sheridan	T 58 N - R 81 W Sec. 36: NW¼, Lots 1 thru 11	580.15 acres
Wyo.St.77-0114 2-2-87	Sublette	T 33 N - R 110 W Sec. 36: All	640.00 acres
Wyo.St.78-0095 2-2-88	Carbon	T 26 N - R 80 W Sec. 16: All Sec. 20: S½NE¼ Sec. 21: N½NW¼, SW¼NW¼	840.0 acres

EXHIBIT "A" PART II - OVERRIDING ROYALTY INTERESTS

The size of each of the overriding royalty interests herein described is expressed in terms of the percentage of all oil , gas or other hydrocarbons produced, served and marketed under the terms of the referenced oil and gas leases. The leases reffered to on the following pages are described as follows:

Lease No. Expiration Date of Primary Term	County	Legal Description

WYOMING Federal Leases

W-31437 10-26-81	Big Horn 2%	T 50 N - R 92 W Sec. 21: $SW\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$	80.0 acres
W-33074 2-1-82	Sweetwater 2½%	T 23 N - R 104 W Sec. 5: lots 1,2, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$	315.09 acres
W-38493 3-1-83	Sweetwater 2½%	T 24 N - R 110 W Sec. 8: All	640.00 acres
W-37595 1-1-83	Sweetwater 2½%	T 20 N - R 93 W Sec. 34: All	640.00 acres
W-39807 7-1-83	Lincoln 2%	T 23 N - R 117 W Sec. 2: L. 5,9,15,16 Sec. 3: L. 7,10,11, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$ Sec. 4: L.5,7,8, $S\frac{1}{2}N\frac{1}{2}$, $S\frac{1}{2}$ Sec. 9: $NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$ Sec. 10: Lots 1,2,3, $W\frac{1}{2}E\frac{1}{2}$, $W\frac{1}{2}$ Sec. 11: L.3,4,5,6,7,8, Tr. 57 - L. 6,7,14 (sec. 2) Tr. 55 - A,B,C,D,E,F,G,H, Tr. 60 - L. 6 (sec. 3) T 24 N - R 117 W Sec. 27: L.3,4, $SW\frac{1}{4}SW\frac{1}{4}$ Sec. 34: L.2,3,4,13, $W\frac{1}{2}W\frac{1}{2}$	2530.37 acres
W-39840 7-1-83	Lincoln 2%	T.22 N - R 117 W Sec. 5: L.5,6,7,8, $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$ T 23 N - R 117 W Sec. 33: $E\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}$, $SE\frac{1}{4}$ Sec. 34: $N\frac{1}{2}$, $E\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$	1596.88 acres
W-39841 7-1-83	Lincoln 2%	T 23 N - R 117 W Sec. 14: Lots 1,2,6,7 Sec. 22: L. 1, $SW\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$ Sec. 27: $N\frac{1}{2}$, $N\frac{1}{2}S\frac{1}{2}$, $SW\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$ Sec. 28: $E\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}$	1610.68 acres
W-39942 7-1-83	Campbell 5%	T 54 N - R 69 W Sec. 8: $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$ Sec. 17: $E\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}$ Sec. 20: $E\frac{1}{2}NE\frac{1}{4}$	560.0 acres

WYOMING Federal Leases

W-39952 7-1-83	Campbell 5%	T 55 N - R 70 W Sec. 14: SW¼ 160.0 acres
W-40222 8-1-83	Carbon 3%	T 20 N - R 87 W Sec. 6: Lots 1,2,3,4,5,6, E½SW¼, SE¼ 470.65 acres
W-40458 8-1-83	Sweetwater 2%	T 24 N - R 91 W Sec. 17: SE¼ Sec. 19: Lots 1,2,3,4, E½, E½W½ 775.56 acres
W-40616 10-1-83	Lincoln 3%	T 23 N - R 118 W Sec. 8: E½ Sec. 17: E½ 640.0 acres
W-42648 1-1-84	Natrona 4%	T 34 N - R 78 W Sec. 13: SW¼NE¼, N½SE¼, SW¼SE¼ Sec. 24: NE¼ 320.0 acres
W-43050 1-1-84	Campbell 4½%	T 54 N - R 69 W Sec. 5: SE¼NW¼, E½SW¼ Sec. 17: NE¼, E½SW¼ Sec. 20: W½E½ 520.0 acres
W-46223 9-1-84	Carbon 4% of 50%	T 28 N - R 79 W Sec. 17: All Sec. 18: W½NE¼, SE¼NE¼, NE¼NW¼, SE¼SW¼, SW¼SE¼, E½SE¼ 960.0 acres
W-46224 9-1-84	Carbon 4% of 50%	T 28 N - R 79 W Sec. 19: Lots 1,2,3,4, E½, E½W½ Sec. 20: All Sec. 29: All Sec. 30: Lots 1,2,3,4, E½W½, NE¼, N½SE¼ 2432.92 acres
W-49116 4-1-85	Carbon 4% of 50%	T 26 N - R 78 W Sec. 4: Lots 1,2, S½NE¼ T 27 N - R 78 W Sec. 18: Lot 3,4, E½SW¼, SE¼ Sec. 19: E½ Sec. 20: SW¼ Sec. 28: SW¼ Sec. 29: N½, SE¼ Sec. 33: W½, SE¼ 2011.44 acres

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WYOMING Federal Leases

W-49179 3-1-85	Campbell 5%	T 54 N - R 75 W Sec. 27: N½	320.0 acres
W-49540 3-1-85	Natrona 3%	T 38 N - R 81 W Sec. 28: S½ Sec. 33: N½	640.0 acres
W-51645 3-1-85	Park 5%	T 50 N - R 98 W Sec. 2: Lot 6, S½SE¼ T 51 N - R 98 W Sec. 35: Lots 1,4,5,8 Sec. 36: Lots 1,4,5,7,13,14,23	367.37 acres
W-51937 10-1-85	Sweetwater 2½%	T 20 N - R 94 W Sec. 20: All	640.00 acres
W-60025 3-1-87	Natrona 5%	T 37 N - R 88 W Sec. 1: SW¼SW¼ Sec. 2: SE¼NE¼, W½SE¼ Sec. 8: W½SW¼ Sec. 10: S½SW¼ Sec. 11: E½NE¼, NE¼NW¼, SE¼SW¼, S½SE¼ Sec. 13: Lots 2,3,4 Sec. 14: E½, SE¼NW¼, NE¼SW¼ Sec. 15: E½NW¼	1131.61 acres
W-56520 1-1-86	Weston & Niobrara 5%	T 41 N - R 63 W Sec. 26: All Sec. 27: All Sec. 28: All Sec. 29: E½, E½W½	2400.00 acres
W-61168 12-1-87	Weston 5%	T 43 N - R 62 W Sec. 1: E½SE¼ Sec. 12: SE¼SE¼ Sec. 19: Lots 1,2,3,4, NE¼NE¼ Sec. 29: NW¼, NE¼SW¼, S½SW¼ Sec. 30: Lot 1, N½NE¼, SE¼NE¼, NE¼NW¼ Sec. 31: E½NE¼ Sec. 32: N½	1302.06 acres

360

WYOMING Federal Leases

W-6496 11-1-77	Campbell 2½% (Producing)	T 44 N - R 70 W Sec. 30: Lot 2, W½NE¼, E½NW¼	195.34 acres
W-9509 12-1-77	Big Horn 1½% (Producing)	T 54 N - R 95 W Sec. 30: Lots 3,4, E½SW¼ Sec. 31: Lots 1,2, NE¼, E½NW¼	473.92 acres
W-13296 11-1-78	Carbon 2½%	T 15 N - R 91 W Sec. 26: S½NW¼, SW¼	240.00 acres
W-22563 11-1-80	Big Horn 2%	T 50 N - R 92 W Sec. 25: NW¼, N½SW¼ Sec. 26: NE¼, N½SE¼	480.0 acres
W-24544 11-1-80	Sweetwater 1½%	T 24 N - R 103 W Sec. 34: N½, SW¼, N½SW¼, SW¼SE¼ Sec. 35: NW¼NE¼, NW¼	800.00 acres
W-25661 10-1-80	Hot Springs 1¼%	T 45 N - R 101 W Sec. 23: SE¼ Sec. 25: Lots 3,4, S½SW¼, SW¼SE¼ Sec. 26: SW¼, S½SE¼ Sec. 27: S½	917.48 acres
W-26161 11-1-80	Park 1%	T 48 N - R 102 W Sec. 6: Lots 3,4,5,6,7, SE¼NW¼, E½SW¼, SE¼	440.24 acres
W-26763 1-1-81	Johnson 2%	T 46 N - R 82 W Sec. 22: W½NW¼, E½SE¼ Sec. 23: SW¼SW¼ Sec. 26: W½NE¼, NW¼, NW¼SE¼ Sec. 27: NE¼NE¼ Sec. 35: SW¼NW¼	560.00 acres
W-26860 1-1-81	Lincoln 1¼%	T 23 N - R 112 W Sec. 2: Lots 5,6,7,8 Sec. 3: Lots 5,6,7,8 Sec. 4: Lots 5,6,7,8,10,15,16	392.04 acres
W-30354 9-1-81	Big Horn 4%	T 50 N - R 92 W Sec. 9: NE¼	[redacted]

[redacted] [redacted]

JANET M. B[redacted] - ORRI

STATE OF WYOMING LEASES

-5551 2-81	Sweetwater 1½%	T 17 N - R 97 W Sec. 16: All	640.0 acres
)-3311 2-80	Sweetwater 2½%	T 24 N - R 104 W Sec. 16: All	640.0 acres
3-2810 2-83	Carbon 2½% Producing	T 12 N - R 93 W Sec. 8: SE¼, S½SW¼ Sec. 9: SW¼, E½NW¼, W½NE¼	560.0 acres

Colorado Federal Leases

-12753 6-1-81	Rio Blanco 2%	T 3S - R 101W Sec. 31: L 7,8; E½SW¼	160.16 acres

332625

362

175458

RECORDED Jan 4 1982 8:00 AM
IN BOOK 57 Misc PAGE 672A
FEES $25.00 Laura Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

683

Form 3120-10
(4-1158)
(September 1966)

UNITED STATES
DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. Secs. 181–263)

• John P. Ellbogen •
P. O. Box 1928
Name Casper, Wyoming 82601
Street
City
State
ZIP Code

W 9578
(Serial Number)

• •

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: **Parcel No. 491**

T. 28 N., R. 114 W., 6th Prin. Mer., Wyoming **Sublette Co.**
Sec. 3: Lots 7,8,9,10,15,16,17,18
Sec. 4: Lots 5 thru 20
Sec. 5: Lots 5,6,13,20, S½NE¼, NW¼SE¼
Sec. 9: N½
Sec. 10: NW¼

175/176

RECORDED ... 10:22 A.M.
INDEX ... FILE 683
FEES $16 ...
SUBLETTE COUNTY CLERK
... WYOMING

Containing a total of **1660.69** acres | Annual Rental . . . . . $ **830.50**

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: DEC 1 1967

This lease is subject to the determination by the Geological Survey as to whether the lands herein described do or do not contain known deposits of valuable oil or gas and as to whether or not producing oil or gas fields exist as of the date of signing hereof by the authorized officer.

THE UNITED STATES OF AMERICA

By ...
(Signature of Signing Officer)

NOV 14 1967
(Date)

... OIL & GAS
(Title)

[redacted] [redacted] FOR CLERK [redacted]

LE[redacted]ERMS

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 unitization agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) *Bonds.*—To file any bond required by this lease and the pertinent 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.

(b) *Restriction of any part of the leased land within the geologic structure of a producing oil or gas field.* (1) To furnish prior to the beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $1,000 with approved corporate surety, or deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in the amount is already being maintained unless such a bond is furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish a maintain a bond in the penal sum 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.

(c) *Drilling plan.*—Within 30 days of demand, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to submit to and thereafter operate under such reasonable cooperative or unit 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 practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(d) *Diligence.*—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 chargeable to 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 monthly each month for the estimated loss of royalty through drainage in the amount determined by said Director (1) 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 area may be properly and timely developed and produced in accordance with good operating practice.

(e) *Rentals and royalties.*—(1) To pay rentals and royalties on products or value of production removed or sold from the leased lands as follows:

(A) 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 discovery, 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 subparagraph (a) of this section, shall apply to the acreage not within a participating area.

(B) Commencing with the lease year beginning on or after a discovery on the leased lands, 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 amount of royalty paid during the year if less than $1 per acre and the prescribed minimum royalty of $1 per acre. (C) If this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on nonparticipating acreage as provided in subparagraph (A) above.

(C) *Royalties.*—To pay the lessor 12½ percent in amount or value of production removed or sold from the leased lands, in accordance with the Oil and Gas Operating Regulations (30 CFR 221).

(f) 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 leases, 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.

(g) 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 lessor may be required 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 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.

(h) 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 if the lease cannot be successfully operated under the terms hereof.

(i) *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 or the successor 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 on which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(j) *Records, reports of sales and royalties.*—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 failure to file such contract or other arrangement shall not be considered as a breach 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.

(k) *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 re[illegible] 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.

(l) *Log.*—To keep a daily drilling record, a log and complete information on all well surveys and tests, in form and detail due 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 or samples under this paragraph upon the request of lessee shall be open to inspection by the public until the expiration of the lease.

(m) *Access, records.*—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.

(n) *Conservation.*—[illegible] preventing the waste of oil provided for under the lease, subject to such reasonable operations as may be granted by the lessor, 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, damage to deposits of coal, oil, gas, containing oil, gas, or water, or to coal mines or other mineral deposits, the conservation of gas for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to drill such wells and to conduct such operations in accordance with the provisions of any reasonable order, which in addition thereto, the Secretary of the Interior may make in writing and which was issued before abandonment, the same to be subject to change from time to time by the lessor as conditions may require, of the lessee all reasonable orders of the lessor with respect to the matters in this paragraph, and that on failure to comply with any such orders the lessor shall have the right to enter upon the leased premises and to do the necessary work to comply with the same, at the cost of the lessee, and the lessee shall not be relieved of the obligation to pay rentals during the delay caused by any failure to comply with any such orders.

(o) [illegible] due and payable monthly as required and levied under authority of the State or the United States upon or measured by the production or sale of the oil or gas produced from the leased lands hereunder, or upon the lessee or operator with respect to operations conducted thereon or upon any of the improvements, appurtenances or personal property connected with such operations, and to pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon any of the property described in this lease. The lessee shall have the right to contest in good faith any such taxes.

(p) *Equal opportunity clause.*—During the performance of this lease 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 advising the labor union or workers' representative of the lessee's commitments under section 202 of Executive Order No. 11246 of September 24, 1965, as amended, 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, as amended, 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, as amended, and by 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 lease or with any of such rules, regulations, or orders, this lease 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, 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.

(7) The lessee will include the provisions of paragraphs (1) through (6) 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, 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 Secretary of Labor 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 Secretary of Labor, the lessee may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that he will be bound by the above equal opportunity clause with respect to his own employment practices when he participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

(8) The lessee agrees that he will assist and cooperate actively with the contracting agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that he will furnish the contracting agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that he will otherwise assist the contracting agency in the discharge of the agency's primary responsibility for securing compliance.

(9) The lessee will refrain from entering into any contract or contract modification subject to Executive Order No. 11246 of September 24, 1965, as amended, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor or the Director of the Office of Federal Contract Compliance pursuant to part II, subpart D, of the Executive order. In addition, the lessee agrees that if he fails or refuses to comply with these undertakings, the Director may cancel, terminate or suspend in whole or in part this lease, may refrain from extending any further assistance to the lessee under the program with respect to which failure or refusal occurred until satisfactory assurance of future compliance has been received from such lessee, and may refer the case to the Department of Justice for appropriate legal proceedings.

(q) *Extraction of helium.*—The lessee shall, as directed by the lessor, extract or cause to be extracted from all gas produced from the leased lands in a manner specified by the lessor, all helium contained therein, but the lessee shall not be required to extract helium from gas containing less than 4 cubic feet of helium per thousand cubic feet of gas. The lessee shall not vent any helium gas to the atmosphere or waste it unless first authorized by the lessor. Any helium extracted under the authority of this lease shall be delivered in the manner specified by the lessor at a point on the leased premises, or at a point off the leased premises to which the gas shall be transported by the lessee as directed by the lessor, at any time during the term of this lease or during the period of extraction of helium hereunder. The lessee shall be reimbursed for the cost of extraction, delivery, and royalty on helium lost or wasted from any cause, including but not limited to, the venting or burning of helium-bearing gas, from the time it is delivered to the lessor at the point specified by the lessor, or if the lessor specifies that the helium shall be left in the gas, then from the time the gas is delivered to the pipeline purchasing the gas, all as determined by the lessor. The lessee shall be paid for the helium extracted under the authority of this lease at the rate specified in the contract between the lessor and the Federal Government in effect at the time of extraction, or if there is no such contract, then at the rate specified in the contract between the lessor and the Federal Government which is the nearest in point of time thereto. The lessee shall be paid for helium lost or wasted from any cause, including but not limited to, the venting or burning of helium-bearing gas, from the time it is delivered to the lessor at the point specified by the lessor, or if the lessor specifies that the helium shall be left in the gas, then from the time the gas is delivered to the pipeline purchasing the gas, all as determined by the lessor, at the rate specified in the contract between the lessor and the Federal Government in effect at the time of the loss or waste, or if there is no such contract, then at the rate specified in the contract between the lessor and the Federal Government which is the nearest in point of time thereto.

(r) *Surrender, cessation of operations.*—(1) The lessee may surrender this lease or any legal subdivision thereof by filing in the proper office a written relinquishment, in triplicate, which shall be effective as of the date of filing, subject to the continued obligations of the lessee and his surety to make payment of all accrued rentals and royalties and to plug all wells on the lands to be relinquished in accordance with applicable regulations or orders at the time of surrender or abandonment and to clean the premises in accordance with the applicable lease terms and regulations.

Sec. 3. *Rights reserved to the lessor.*—(a) 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, but no such removal of the 90 day period or such extension thereof as may be granted because of adverse conditions beyond the control of the lessee shall relieve the lessee from the duty of restoring the surface of such property where so directed by the lessor.

Sec. 4. *Failure to comply.*—If the lessee shall fail to comply with any of the provisions of the act or the regulations promulgated 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. 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. 5. *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. 6. It is 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. 432 and 433, Title 18, U.S. Code, relating to the above matters are hereby made a part of this lease.

685

No. 228— 2616

SEE INSTRUCTIONS ON REVERSE

9578

I HEREBY OFFER to lease for oil and gas the following identified parcel of land:

Parcel Number 491

State WYOMING

Undersigned hereby offers to lease for oil and gas the above-identified parcel of land and certifies: (1) that the applicant is a citizen of the United States, an association of such citizens, a corporation organized under the laws of the United States or any State thereof, or a municipality organized under the laws of such a State; (2) that applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation provided by the Mineral Leasing Act of February 25, 1920, as amended; and (3) that the applicant is the sole party in interest in this offer and the lease if issued, or if not the sole party in interest, that the names and addresses of all other interested parties are set forth on the reverse hereof. The undersigned agrees that the successful drawing of this card will bind him to a lease, on Form 4–1158 or 4–1196, whichever is applicable, for the described parcel if such a lease is issued to him by the Bureau of Land Management as a result of this drawing.

OCT 20 1967

(Signature of Applicant) (Date)

JOHN P. ELLBOGEN

P. O. Box 1928, Casper, Wyoming 82602

(Address, include zip code)

DO NOT DETACH

WSO 3122-[redacted]
(Rev. July 1967)

SUPPLEMENT OF SEC. 2(q) OF OIL AND GAS LEASE
PROTECTION OF SURFACE, NATURAL RESOURCES AND IMPROVEMENTS

Sec. 2(q) of the lease terms requires the lessee to observe good land management conservation practices. It provides that the lessor may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereon.

The Secretary of the Interior's authorized representative for matters relating to this section is the Bureau of Land Management District Manager for the district in which the leased lands are situated. The map on the reverse shows district offices and land which they embrace. The states of Kansas and Nebraska are under the District Manager at Casper.

The lessee should address all matters pertaining to this section to the appropriate District Manager. Before undertaking explorations of operations, the lessee or his designee is urged to inform the District Manager of his presence and location within the district boundaries.

ADDRESS AND TELEPHONE NUMBERS OF DISTRICT OFFICES

District Manager
Bureau of Land Management
1700 Robertson Avenue
P. O. Box 119
Worland, Wyoming 82401 347-3213

District Manager
Bureau of Land Management
451 Main Street
P. O. Box 589
Lander, Wyoming 82520 332-4220

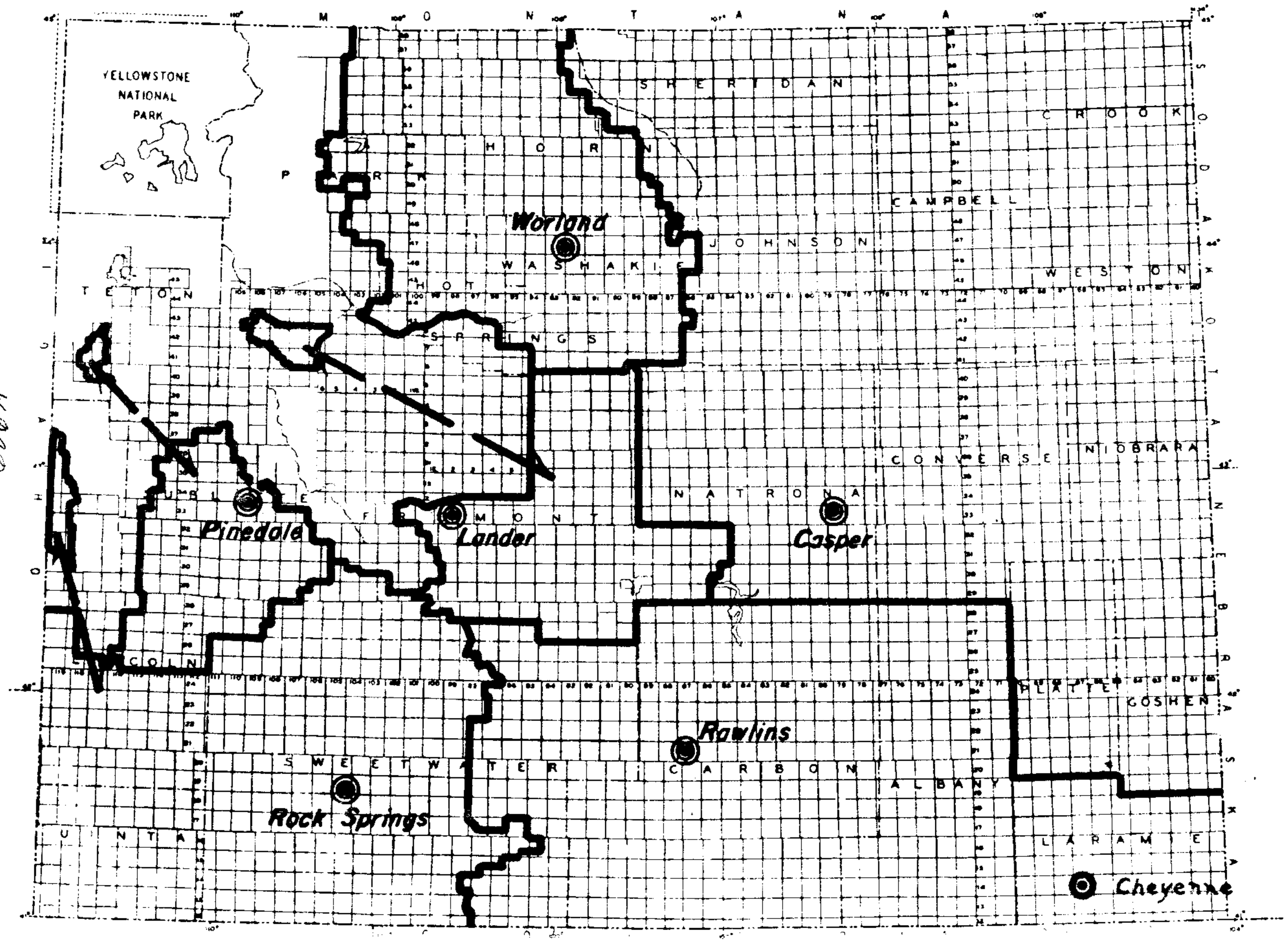
District Manager
Bureau of Land Management
Suite 319, Osborne Building
P. O. Box 670
Rawlins, Wyoming 82301 324-3461

District Manager
Bureau of Land Management
126 Elk Street
P. O. Box 1088
Rock Springs, Wyoming 82901 362-6613

District Manager
Bureau of Land Management
Molyneux Building
P. O. Box 188
Pinedale, Wyoming 82941 367-4358

District Manager
Bureau of Land Management
300 North Center Street

WYOMING


YELLOWSTONE NATIONAL PARK
MONTANA
SHERIDAN
CROOK
HORN
PARK
CAMPBELL
Worland
WASHAKIE
JOHNSON
WESTON
HOT SPRINGS
BIG HORN
FREMONT
NATRONA
CONVERSE
NIOBRARA
Pinedale
Lander
Casper
LINCOLN
PLATTE
GOSHEN
Rawlins
SWEETWATER
CARBON
ALBANY
Rock Springs
LARAMIE
Cheyenne

PRINTED [redacted] S PRINTING 511 16th [redacted] DENVER [redacted]

Form 88—(Producers)
Kan., Okla. & Colo. 1957

C Rev 1974 OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 18th day of September, 1978

between FRED E. SHRIVER, also known as Fred Shriver, and ERMA D. SHRIVER, also known as Erma Shriver, husband and wife, Route 2, Box 4, Pinedale, Wyoming 82941

hereinafter called lessor,

and JAS. O. BREENE, JR., 1700 Broadway #1219, Denver, Colorado 80290 hereinafter called lessee, does witness:

1 That lessor, for and in consideration of the sum of Ten & more Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Sublette, State of Wyoming, and described as follows:

For description of land see Exhibit "A" attached hereto and by this reference made a part hereof.

and containing 660.743 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of ten (10) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:
To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth (⅛) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (⅛) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (⅛) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (⅛), of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (⅛) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof payable annually on the anniversary date of this lease following the end of each such year during which such gas 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.

If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 18th day of September, 1979 this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the First National Bank at Pinedale, Wyoming 82941, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Six hundred sixty and 75/100 Dollars ($660.75), which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

14. This lease and all its terms, conditions and stipulations shall extend to and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original. **Lessor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.**

IN WITNESS WHEREOF, we sign the day and year first above written.

Witness:

Erma D. Shriver
Erma D. Shriver
S. S. #520-50-9376

Fred E. Shriver F.E.S. E.D.S.
Fred E. Shriver
S. S. #523-03-2382

687

688

PRINTED BY **WILKINS PRINTING, INC.**, 511 16th ST SUITE 222 DENVER, CO 80202 (303) 893 1681

STATE OF WYOMING }
COUNTY OF SUBLETTE } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 25th day of November, 1978, personally appeared Fred E. Shriver, also known as red Shriver, and Erma D. Shriver, also known as Erma Shriver, husband and wife,

and

, to me known to be the identical person S., described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

FAYE HAMMONS NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My commission expires Nov. 22, 1979

My Commission Expires

Faye Hammons
Notary Public.

STATE OF } ss.
COUNTY OF }

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of, 19, personally appeared

and

, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that duly executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

Notary Public.

State of } ss.
County of }

ACKNOWLEDGMENT (For use by Corporation)

On this day of, A. D. 19, before me personally appeared, to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of, A. D. 19

(SEAL)

Notary Public.

My Commission expires

No.

FROM

TO

Dated, 19

No. Acres

County.

Term

This instrument was filed for record on the day of, 19, at o'clock M., and duly recorded in Volume Page of the records of this office.

County Clerk.

By Deputy.

When recorded return to

EXHIBIT [redacted]

Description of Land

Attached to and made a part of that certain oil and gas lease dated September 18, 1978, by and between Fred E. Shriver, a/k/a Fred Shriver, and Erma D. Shriver, a/k/a Erma Shriver, husband and wife, as lessor, and Jas. O. Breene, Jr., as lessee, covering the following described land in Sublette County, Wyoming:

Township 34 North, Range 109 West of the 6th P. M.

Section 19: Lot 4 except tract of land conveyed to Kenneth E. Shriver and Wilma M. Shriver by deed dated 10-17-64, recorded 12-9-64 in Book 12 of Deeds, page 407.

Section 29: SW¼NW¼, SW¼, except the following tracts of land:
1. Tract conveyed to Forest Gordon Cramer and Lola Jean Cramer by deed dated 1-15-65, recorded 1-15-65 in Book 12 of Deeds, page 439.
2. Tract conveyed to Kenneth K. Rowe and Elmira A. Rowe by deed dated 5-1-65, recorded 7-6-65 in Book 12 of Deeds, page 553.
3. Tract conveyed to Charles O. Fuller and Alice Fay Fuller by deed dated 5-5-66, recorded 5-9-66 in Book 13 of Deeds, page 83.
4. Tract conveyed to Larry J. Kirkpatrick and Pamelyn R. Kirkpatrick by deed dated 11-16-67, recorded 12-21-67 in Book 13 of Deeds, page 519.
5. Tract of land platted as the Shriver Subdivision by instrument recorded 12-3-64 in Book 22 of Miscellaneous, page 537.

Section 30: Lot 1, E½SE¼, SE¼NE¼, the South 18 acres of NE¼NE¼, also the following described tract: Begin at corner common to Sections 29, 30, 31 and 32, T. 34 N., R. 109 W. thence southerly along E. line of Sec. 31 a distance of 1580 feet, m/l, to a fence corner; thence along fence N. 38°16' W. 344 feet; thence N. 20°15' W. 447 feet; thence N. 72°42' W. 501 feet; thence S. 73°55' W. 297 feet; thence N. 23°35' W. 506 feet; thence N. 44°03' W. 297 feet; thence N. 12°00' W. 708 feet; thence N. 22°04' W. 852 feet, m/l, to N. line of SW¼SE¼ Sec. 30, T. 34 N., R. 109 W.; thence along said N. line of SW¼SE¼ Sec. 30 a distance of 686 feet, m/l, to NE corner of SW¼SE¼ Sec. 30; thence southerly along E. line of SW¼SE¼ Sec. 30 a distance of 1320 feet, m/l, to SE corner of SW¼SE¼ Sec. 30; thence easterly along N. line N½ of Sec. 31, T. 34 N., R. 109 W., a distance of 1320 feet, m/l, to the point of beginning (being a portion of NE¼ Sec. 31 and SW¼SE¼ Sec. 30, T. 34 N., R. 109 W. and containing 42 acres, more or less).

Section 32: NW¼NW¼

Township 34 North, Range 110 West of the 6th P. M.

Section 24: SE¼

Section 25: NW¼NE¼

175525

Signed for identification:

Fred E. Shriver

Erma D. Shriver

RECORDED July 20 1978 8:30 AM
FEE $ 5.00 BK 57 P&F
Book 687
8:30 Lois J Yake
COUNTY CLERK
SUBLETTE COUNTY
by Dorothy M. Price

690

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned WOODS PETROLEUM CORPORATION, hereinafter called Assignor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledge , does hereby grant, bargain, sell, transfer, assign and convey unto

HOW/ D E. MARLOW Suite 130, 3525 S. Tamarac Denver, Colorado 80237 5/6 and

RON/ LD E. HANDO 185 Wellington Street Northglenn, Colorado 80234 1/6

, hereinafter called Assignee, their heirs and assigns, an overriding royalty of an undivided 3% of all oil, gas and other minerals produced, saved and sold under the terms of the oil and gas lease (s) more particularly set forth and described on Schedule "A" attached hereto and made a part hereof.

The income accruing to the interest herein assigned shall be free, clear and discharged of all cost, save and except gross production taxes or other governmental taxes properly chargeable thereto. In the event the lease (s) described cover (s) less than the entire and undivided fee simple estate in the lands described then the overriding royalty herein provided for shall be paid to the Assignee herein in the proportion which the lease (s) described bear (s) to the whole and undivided fee of the lands described.

IN WITNESS WHEREOF we hereunto set our hands and seal this 2nd day of July , 1979.

ATTEST:

WOODS PETROLEUM CORPORATION

Leroy Ussery, Secretary

Larry L. Miles, Vice President

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 2nd day of July , 19 79 , personally appeared Larry L. Miles , to me known to be the identical person who subscribed the name of Woods Petroleum Corporation to the foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires:

May 3, 1983

Mike Pruitt, Notary Public

175555

RECORDED July 23 19 79 10:00 AM
IN BOOK 57 Misc PAGE 690
FEES $6.25 Lee J Yale COUNTY CLERK
[redacted] UBLETTE COUNTY, PINEDALE, W[redacted]

Assignment of Overriding Royalty
dated July 2, 1979 from
Woods Petroleum Corporation to
Howard E. Marlow and Ronald E. Hando

SCHEDULE "A"

SUBLETTE COUNTY, WYOMING

[redacted] SE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
10241-1	William J. McGinnis, Jr., et al	Hawthorn Oil Company	5-11-78	S/2 SW/4 Sec. 27, Lot 10, SE/4 SE/4 Sec. 28, Lots 1,4, 5, 8, NE/4, N/2 SE/4, SW/4 SE/4 Sec.33 and W/2 NW/4 Sec. 34-29N-111W.	56	371
10242-1	William J. McGinnis, Jr., et al	Hawthorn Oil Company	5-11-78	Lots 2, 3, and 6 Sec. 33-29N-111W.	56	366

691

FORM 193

692

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Marmik Oil Company, 3050 First of Denver Plaza, 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 Allan R. Staker, 1009 Ridge Road, Littleton, Colorado 80120, (hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of .0234375% of 8/8ths of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described and pursuant to that certain oil and gas lease described as follows:

See Exhibit A attached hereto and made a part hereof.

175632

RECORDED July 12, 1972 8:00 A.M.
IN BOOK 57 Misc. PAGE 692
FEES $5.00 Allan R. Staker COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Pollock

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, his heirs, devisees, personal representatives, successors and assigns, forever, subject only to the following terms and provisions: that

A. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of the above described oil and gas lease.

B. The overriding royalty interest herein provided for shall not, in any event, be paid or accrued upon any oil, gas, casinghead gas and other hydrocarbon substances used for operating, development or production purposes upon the above described lands or unavoidably lost; and no overriding royalty shall be paid upon gas used for repressuring or recycling operations or pressure maintenance operations benefitting said lands.

C. This assignment of overriding royalty is made without warranty of title, either express or implied.

D. If Assignor's interest in the above described oil and gas lease is less than the entire interest, or if said oil and gas lease covers less than the entire fee title, then the above overriding royalty interest shall be reduced proportionately.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this _____ day of _____, 19__.

Marmik Oil Company

ATTEST:

Karen S. Powers, Assistant Secretary

John F. McFarland

John F. McFarland, Vice President

CORPORATE SEAL

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19__, by _____.

Witness my hand and notarial seal.

My commission expires _____

Notary Public

PRINTED BY WILKINS PRINTING, INC., 1625 GLENARM PLACE, DENVER, COLORADO 80202 (303) 534-1081

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 .....

..... to me known to be the identical person..... described in and who executed within and foregoing instrument of writing and acknowledged to me that .....duly executed the same as.....free voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Commission Expires..... Notary Public.

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 .....

..... to me known to be the identical person....., described in and who executed within and foregoing instrument of writing and acknowledged to me that ..... duly executed the same as ..... free voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Commission Expires ..... Notary Public

State of Colorado
City of Denver
} ss

ACKNOWLEDGMENT (For use by Corporation)

On this 25th day of July, A. D. 19 79, before me personally appeared John F. McFarland to me personally known, who being duly sworn, did say that he is the Vice President of Marmik Oil Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said John F. McFarland acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 25th day of July, A. D. 19 79

(SEAL)

NOTARY PUBLIC STATE OF COLORADO

Marilyn R. Bogaert
Notary Public

Commission Expires Jan. 17, 1983

FROM

TO

Dated ..... 19.....

Acres 6.93

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.

By ..... Deputy.

When recorded return to

LEASE SCHEDULE-EXHIBIT "A"

PAGE 1 of 1

STATE OF WYOMING

COUNTY OF SUBLETTE

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	ACRES	RECORDED BOOK
WY-1033	BLM W-20593	Union Pacific Railroad Company	10-1-69	Township 39 North, Range 110 West Section 4: SW/4 NW/4, W/2 SW/4, SE/4 SW/4	160.00	

694

ASSIGNMENT OF OPERATING RIGHTS

THIS ASSIGNMENT OF OPERATING RIGHTS, made and entered into this ___ day of July, 1979, by and between FLOYD MURRAY & CO., a Partnership, and L. A. IDLER, hereinafter collectively called "Assignors", and PETRO-SEARCH NOMINEE PARTNERSHIP CO., a Colorado General Partnership, and DYCO PETROLEUM CORPORATION, hereinafter collectively called "Assignees",

WITNESSETH THAT:

WHEREAS, Assignors are the owners of that certain Oil and Gas Lease dated February 1, 1973, from the United States of America, Lessor, to John A. Kochergen and Bob G. Howell, Lessee, bearing Serial No. W-38076, covering in part the following described lands in Sublette County, Wyoming:

Township 28 North, Range 114 West, 6th P.M.
Section 9: N½SW¼, SE¼
Section 10: SW¼

WHEREAS, Assignors desire to convey and assign, and Assignees desire to acquire a portion of Assignors' working interest and operating rights in and under the oil and gas lease and leasehold estate described in the immediately preceding paragraph, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of $10.00, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby sell, assign, transfer and set over unto Assignees:

A. An undivided 50% of each Assignor's interest in the working interest and operating rights as to all depths from the surface of the ground down to a depth of 100 feet below the stratigraphic equivalent of the total depth of 7,640 feet reached in the Fogarty Creek Unit #7-9 well, in and to the oil and gas lease described in the preamble hereof, insofar and only insofar as said lease covers the following described lands in Sublette County, Wyoming:

Township 28 North, Range 114 West, 6th P.M.
Section 9: N½SW¼, E½SE¼
Section 10: SW¼

B. All of Assignors' interest in the working interest and operating rights as to all depths from the surface of the ground down to a depth of 100 feet below the stratigraphic equivalent of the total depth of 7,640 feet reached in the Fogarty Creek Unit #7-9 well, in and to the oil and gas lease described in the preamble hereof, insofar and insofar as said lease covers

175725

RECORDED Aug 2, 1979 9:30 A.M.
IN BOOK 57 Misc. PAGE 695
FEE $ 12.00 Fed Cert COUNTY
SUBLETTE COUNTY, PINEDALE, WYOMING

695

the following described lands, hereinafter referred to as Drillsite Lands, in Sublette County, Wyoming:

Township 28 North, Range 114 West, 6th P.M.
Section 9: W½SE¼

subject to the following terms, provisions and reservations:

1. The working interest and operating rights assigned hereby are conveyed and owned by Assignees in the proportions set forth opposite their names:

Petro-Search Nominee Partnership Co.	31.25%
Dyco Petroleum Corporation	68.75%

2. Assignors hereby expressly reserve unto themselves, their successors and assigns, all rights of every kind and character in and to said lease covering said lands as to all depths below 100 feet below the stratigraphic equivalent of the total depth of 7,640 feet reached in the Fogarty Creek Unit #7-9 well.

3. Assignors hereby reserve unto themselves, their successors and assigns an overriding royalty of 6.25% of 8/8ths of all oil, gas and casinghead gas produced and saved from the Drillsite Lands, as to all formations from the surface of the ground down to a depth of 100 feet below the stratigraphic equivalent of the total depth of 7,640 feet reached in the Fogarty Creek Unit #7-9 well, free and clear of any cost and expense of the development or operation thereof, excepting taxes applicable to said interest and the production therefrom. The overriding royalty herein reserved shall be owned in the proportions set forth opposite each Assignor's name:

Floyd Murray & Co.	50%
L. A. Idler	50%

and shall not include the existing overriding royalty burden of five percent of 8/8ths owned by third parties. At such time as Assignees have recovered all of their costs in drilling, testing, completing, equipping and operating the Fogarty Creek Unit #7-9 well located in the SW¼SE¼ of Section 9, Township 28 North, Range 114 West, 6th P.M., then the 6.25% overriding royalty interest herein reserved shall be convertible at Assignors' option to a fifty percent working interest, to be owned by the Assignors in the same proportions as set forth above for their ownership of the overriding royalty reserved herein. Subsequent to such conversion, if the same occurs, the aforedescribed operating rights in and to the Drillsite Lands, including the well and all equipment thereon shall be owned fifty percent by Assignees and fifty percent by Assignors

and the interest of each party shall bear its proportionate share of the remaining five percent overriding royalty interest owned by third parties. If Assignors own less than a full working interest in the oil and gas lease and leasehold estate covered by this Assignment of Operating Rights, then the overriding royalty interest reserved and the working interest into which it converts, as set out above, shall be reduced in the proportion in which the working interest owned by Assignors bears to a full working interest.

4. This Assignment is made without warranty of title, either express or implied.

5. Assignees agree that the obligation to pay the overriding royalty interest herein reserved, which when added to overriding royalties or payments our of production previously created and the royalty payable to the United States of America, aggregate in excess of 17½%, shall be suspended when the average monthly production of oil per well per day, averaged on a monthly basis, is 15 barrels per day or less.

6. This Assignment of Operating Rights shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns. Its terms shall be convenants running with the ownership of the oil and gas lease and leasehold estate described herein and shall bind and benefit the undersigned and their respective assigns, successors and personal representatives.

EXECUTED as of the day and year first written above, but to be effective as of May 1, 1978.

FLOYD MURRAY & CO.
a Partnership

By: _____
General Partner

_____
L. A. IDLER

ASSIGNORS

PETRO-SEARCH NOMINEE PARTNERSHIP CO.
a Colorado General Partnership

By: _____
General Partner

DYCO PETROLEUM CORPORATION

By: _____
CARROLL T. ROUSE
VICE PRESIDENT

ASSIGNEES

ATTEST:

_____

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 18th day of June, 1979, by Floyd Murray, as General Partner of Floyd Murray & Co. a partnership.

Witness my hand and official seal.

February 16, 1983

Marilyn E. Chase
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF COLORADO

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 18th day of June, 1979, by L. A. Idler.

Witness my hand and official seal.

Marilyn E. Chase
Notary Public

My Commission Expires:
February 16, 1983

NOTARY PUBLIC STATE OF COLORADO

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of June, 1979, by Norman Monce, as General Partner of Petro-Search Nominee Partnership Co., a Colorado General Partnership.

Witness my hand and official seal.

Marilyn E. Chase
Notary Public

My Commission Expires:
February 16, 1983

NOTARY PUBLIC STATE OF COLORADO

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 17 day of July, 1979, by Horace L. Dyess, as Vice President of Dyco Petroleum Corporation.

Witness my hand and official seal.

Notary Public

My Commission Expires:
12-21-82

NOTARY PUBLIC

[redacted] [redacted] W 7418-A [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned JOAN CHORNEY P.O. Box 144, Casper, Wyoming 82601 (hereinafter referred to as Assignor(s)), 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 AS SET FORTH BELOW (hereinafter referred to Assignee(s)), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of AS SET FORTH BELOW, 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: That certain oil and gas lease dated September 1, 1967, bearing serial number Wyoming 7418-A, by and between the United States of America, Lessor, and Joan Chorney, Lessee, situated in Sublette County, Wyoming, covering S½, S½N½, Lots 1,2,3 Section 4, Township 33 North, Range 114 West; and E½ Section 29, S½SE¼, SW¼, S½NW¼ Section 33, SW¼SE¼, N½SE¼, SW¼, N½ Section 34, Township 34 North, Range 114 West, 6th P.M.

ASSIGNEES:

ROBERT W. SCOTT	11386 W. 26th Place, Lakewood, CO 80215	(1/2 of 1%)
L. STANLEY	2101 Vale Place, Casper, Wyoming 82601	(1/2 of 1%)
O. L. RICKARD	P.O. Box 453, Mills, Wyoming 82644	(1/2 of 1%)

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee(s), their heirs, devisees, personal representatives, successors and assigns forever, subject only to the following terms and provisions:

A. That the overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of the above described oil and gas lease.

B. That in the 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(s) has executed and delivered this assignment of overriding royalty interest as of this 2nd day of November, 1971.

Joan Chorney

STATE OF Wyoming)
[redacted])
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me by Joan Chorney this 2nd day of November, 1971.

Witness my hand and official seal.

My commission expires:

6/2/73

Notary Public

DOROTHY A. BAABS – Notary Public
County of Sheridan State of Wyoming
My Commission Expires June 2, 1973

195765

699

699

ASSIGNMENT

OF OIL AND GAS LEASE

THE STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE)

THAT the undersigned, HOWARD PHIPPS, whose address is c/o J. F. Dougherty, 2200 South Post Oak Road, Suite 700, Houston, Texas 77056 (hereinafter called Assignor), for and i consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto:

HOWARD PHIPPS, JR.	3.3385%
ANNE P. SIDAMON-ERISTOFF	3.3385%

whose mailing address is c/o J. F. Dougherty, 2200 South Post Oak Road, Suite 700, Houston, Texas 77056 (hereinafter called Assignees), being all of Assignor's right, title and interest in and to the oil and gas lease dated January 18, 1973, from White Acorn Sheep Company, a Wyoming corporation, Lessor, to Rainbow Resources, Inc., Lessee, recorded in Book 49, Page 245, of the Oil & Gas Lease Records of Sublette County, Wyoming, insofar as said lease covers the following described land in Sublette County, State of Wyoming:

Township 27 North, Range 103 West
Section 21: SW/4 SW/4
Section 29: NE/4 NE/4

Township 28 North, Range 103 West
Section 35: SW/4 NE/4, SE/4 NW/4

and containing 160.00 acres, more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

It is expressly understood and agreed that Assignor does hereby sell, assign, transfer and set over unto the above Assignees all of Assignor's right, title and interest in and to that certain overriding royalty of 3.000% of 4.666% of 8/8ths of all oil, gas and casinghead gas produced, saved and marketed from the above described land under the provisions of the aforesaid lease, or any extension or renewal thereof, reserved in that certain Assignment dated October 1, 1976, recorded in Book 53, Page 544, of the Oil & Gas Lease Records of Sublette County, Wyoming.

175765

RECORDED Aug 6, 1979 8:30 AM
IN BOOK 57 Misc PAGE 700
FEES $6.00 Paid
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK

This assignment shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 9th day of May, 1979.

HOWARD PHIPPS

By _____
Norman H. Volk, Attorney-in-Fact

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On this 9th day of May, A.D. 1979, before me personally appeared NORMAN H. VOLK, to me personally known, who, being by me duly sworn, did state that he is Attorney-in-Fact for and executed the foregoing instrument on behalf of Howard Phipps.

WITNESS my hand and seal this 9th day of May, A.D. 1979.

_____
Notary Public

My Commission expires:

_____